



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 07, 2026

4:00 PM - Closed Session (City Attorney Conference Room)

5:00 PM - Regular Session

Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

INTERIM CITY ATTORNEY

Dare DeLano

CITY CLERK

Zack Beck

HOW TO WATCH

The City of Escondido provides three ways to watch a City Council meeting:

In Person



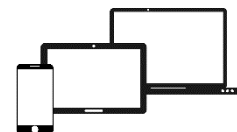
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



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WEDNESDAY, OCTOBER 07, 2026

HOW TO PARTICIPATE

The City of Escondido provides three ways to communicate with the City Council during a meeting:

In Person



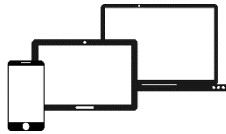
Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

Online



<https://publiccomment.escondido.gov/>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 07, 2026

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)**
 - a. *Carlos White Eagle v. City of Escondido*
United States District Court Case No. 24-CV-1083-BJC-SBC
 - b. *Francisco Javier Sosa v. City of Escondido, et al.*
San Diego Superior Court Case No. 25CU059891C

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 07, 2026

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

PROCLAMATIONS

Code Enforcement Officer Appreciation Week

Fire Prevention Awareness Week "Charge into Fire Safety: Safe Charging is a Superpower"

50th Anniversary - Water Treatment Plant

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)



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2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

**5. CONSULTING AGREEMENT WITH DE NOVO PLANNING GROUP FOR ESCONDIDO 2040
"INFRASTRUCTURE LEADING LAND USE" PHASE I**

Request the City Council adopt Resolution No. 2026-165 authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with De Novo Planning Group, in an amount not to exceed \$2,249,825, for Escondido 2040 "Infrastructure Leading Land Use" Phase I, a two-year program to update two General Plan chapters, five Master Plans, the Downtown Specific Plan, and South Centre City Specific Plan, together with supporting technical studies, environmental review, community engagement, and implementation planning.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Sally Schifman, Principal Planner

a) Resolution No. 2026-165

6. CONSULTING AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ADDITIONAL TRAFFIC ENGINEERING SERVICES

Request the City Council adopt Resolution No. 2026-170, authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with HR Green Pacific, Inc. for traffic signal synchronization on three corridors with an intersection design study, along with the Comprehensive Active Transportation life safety improvements previously approved around school zones for engineering services. The total amount of the signal synchronization added work is \$294,645 to be billed hourly over the course of one year.

Staff Recommendation: Approval (Public Works Department: Joseph Goulart, Director of Public Works)

Presenter: Ali Shahzad, City Traffic Engineer

a) Resolution No. 2026-170



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7. A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease ("Second Amendment") with San Diego County Credit Union (referred to herein as "SDCCU") for 150 East Valley Parkway, Escondido, California.

Staff Recommendation: Approval (Economic Development: Christopher McKinney, Deputy City Manager)

Presenter: Timer Paidá, Management Analyst – Real Property

a) Resolution No. 2026-173

8. BUILDING ADVISORY AND APPEALS BOARD VACANCY DECLARATION

Request the City Council declare a vacancy on the Building Advisory and Appeals Board by concluding the appointment of Commissioner Michael Delaney effective October 7, 2026.

Staff Recommendation: None (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

PUBLIC HEARINGS

9. EXTENSION OF AN INTERIM URGENCY ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

Request the City Council adopt Ordinance No. 2026-19, approving an extension of an interim ordinance to prohibit the establishment, expansion, or intensification of Data Centers and other similar high-intensity computing uses within the City of Escondido.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

a) Ordinance No. 2026-19 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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10. PL26-0140: SENATE BILL 79 IMPLEMENTATION ORDINANCE

Request the City Council adopt Ordinance No. 2026-15 approving a Zone Text Amendment (“Amendment”) establishing Article 81 (Transit-Oriented Development Overlay Zone) in Chapter 33 (Zoning) of the Escondido Municipal Code, for the purpose of implementing Senate Bill (“SB”) 79 as codified in Government Code sections 65912.155 through 65912.162, inclusive. The amendment includes adoption of the related TOD Overlay Zone Map and parcel inventories identifying sites subject to the statute, excluded sites, exempt sites that may become eligible through a development agreement, and sites subject to phased implementation.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Joel Cvetko, Senior Planner

a) Ordinance No. 2026-15 (First Reading and Introduction)

CURRENT BUSINESS

11. APPOINTMENT OF CITY ATTORNEY AND AUTHORIZATION TO ENTER INTO EMPLOYMENT AGREEMENT

Request the City Council adopt Resolution No. 2026-169: (1) appointing M. Dare DeLano as Interim City Attorney and (2) authorizing the Mayor to execute an employment agreement for the City Attorney.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources; City Attorney’s Office: Dare DeLano, Interim City Attorney)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-169

12. MEASURE B: THE SAN DIEGO COUNTY HEALTH & SAFETY ACT - 0.5% COUNTYWIDE TAX INITIATIVE

Request the City Council use its discretion to either support, oppose, or take no action regarding Measure B: A citizen-led, countywide half-cent sales tax on the November 2026 ballot.

Staff Recommendation: Provide Direction (City Manager’s Office: Joanna Axelrod, Deputy City Manager)

Presenter: Matthew Anderson, Management Analyst

a) Resolution No. 2026-167

b) Resolution No. 2026-168



CITY of ESCONDIDO

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FUTURE AGENDA

13. FUTURE AGENDA

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, November 04, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, December 02, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.

CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065



Consent Item No. 1

October 7, 2026

AFFIDAVITS

OF

ITEM

POSTING—

- **EXTENSION OF INTERIM ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO**
- **PL26-0140: ADOPTION OF SENATE BILL 79 IMPLEMENTATION ORDINANCE NO. 2026-15**



**CITY OF ESCONDIDO
OFFICE OF THE CITY CLERK
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4617**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on **WEDNESDAY, October 7, 2026 at 5 p.m.**, the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following item:

EXTENSION OF INTERIM ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

REQUEST: Extension of Ordinance No. 2026-18, as a continued urgency measure, to continue the moratorium on the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido for up to 10 months and 15 days.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: This Ordinance is not a “project” under the California Environmental Quality Act (“CEQA”) because it has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In the alternative, the ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2) and 15061(b)(3), and, to the extent applicable, section 15308, because it is a regulatory action taken by the City for the protection of the environment and there is no possibility that the adoption and extension of this Ordinance may have a significant effect on the environment.

IF YOU CHALLENGE this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to the Public Hearing.

PREVIOUS ACTION: On August 26, 2026 the City Council voted 5-0 to adopt Interim Ordinance No. 2026-18 as an urgency measure to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido for a 45-day period.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator (760) 839-4376 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

ALL INTERESTED PERSONS are invited to attend said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025.

PUBLIC COMMENT: To submit comments in writing, please do so at the following link: <https://escondido-ca.municodem meetings.com/bc-citycouncil/webform/public-comment>.

FOR ADDITIONAL INFORMATION, please contact: Garrett Smith, City Planner at garrett.smith@escondido.gov.

DocuSigned by:

A58535D0BDC1430...
ZACK BECK, City Clerk
City of Escondido
DATED: September 24, 2026



**CITY OF ESCONDIDO
OFFICE OF THE CITY CLERK
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4617**

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 North Broadway, Escondido, California at **5 p.m. on Wednesday, October 7, 2026** to consider the item listed below:

PL26-0140: ADOPTION OF SENATE BILL 79 IMPLEMENTATION ORDINANCE NO. 2026-15

REQUEST: Adoption of Ordinance No. 2026-15 adding Article 81 to Chapter 33 (Zoning) of the Escondido Municipal Code to establish a Transit-Oriented Development Overlay Zone implementing Senate Bill (SB) 79 (2025). The Ordinance would adopt the related map and parcel inventories, establish objective development standards, provide for parcel exemptions and phased implementation as allowed by state law, determine that adoption is not a project under the California Environmental Quality Act (CEQA), and authorize submittal to the California Department of Housing and Community Development (HCD).

PROPERTY SIZE AND LOCATION: Within Escondido's jurisdictional boundary, Senate Bill 79 applies to approximately 484 parcels totaling approximately 236 acres within one-half mile of the Escondido Transit Center and Nordahl Road SPRINTER stations.

ENVIRONMENTAL STATUS: Pursuant to Government Code Section 65912.160(c)(2), adoption of an ordinance to implement Senate Bill 79 is not a project for purposes of the California Environmental Quality Act (CEQA), Division 13, commencing with Section 21000, of the Public Resources Code, and is therefore not subject to CEQA.

PLANNING COMMISSION ACTION: On August 11, 2026, the Planning Commission voted 4-0 to adopt PC Resolution 2026-07 recommending approval to the City Council of Ordinance No. 2026-15.

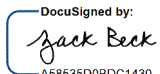
If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Division at, or prior to, the public hearing.

PUBLIC COMMENT: To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

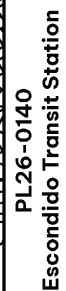
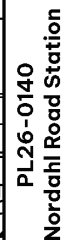
The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filling out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://escondido.gov/820/Americans-with-Disabilities-Act>.

The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025 and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, October 1, 2026.

For additional information, please contact Joel Cvetko, Senior Planner, at 760-839-4539, or via email at joel.cvetko@escondido.gov, and refer to Case No. PL26-0140.

DocuSigned by:

 A58535D0BDC1430...
 Zack Beck, City Clerk
 City of Escondido
 DATED: September 24, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 9/24/26





STAFF REPORT

October 07, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

The total amount of the warrants for the following periods are as follows:

Dates	09/21/2026 to 09/27/2026
Total	\$2,252,837.27
Number of Warrants	204

BACKGROUND

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



Consent Item No. 3

October 7, 2026

APPROVAL

OF

MINUTES



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendaized in the Consent Calendar, as well as the full text of all ordinances agendaized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

October 7, 2026

File Number 0600-10; A-3624

SUBJECT

**CONSULTING AGREEMENT WITH DE NOVO PLANNING GROUP FOR ESCONDIDO 2040
“INFRASTRUCTURE LEADING LAND USE” PHASE I**

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-165 authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with De Novo Planning Group, in an amount not to exceed \$2,249,825, for Escondido 2040 “Infrastructure Leading Land Use” Phase I, a two-year program to update two General Plan chapters, five Master Plans, the Downtown Specific Plan, and South Centre City Specific Plan, together with supporting technical studies, environmental review, community engagement, and implementation planning.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Sally Schifman, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks Facilities/Open Spaces

COUNCIL PRIORITY – Drive Community and Land Development; Financial Stewardship; Be Business Friendly; Build Trust and Accountability; Restore Organizational Capacity; Prioritize Public Safety; Measure I Investments

FISCAL ANALYSIS

The proposed Consulting Agreement establishes a total not-to-exceed amount of \$2,249,825, including consultant and subconsultant labor and all other costs necessary to complete the approved scope of work. The Consulting Agreement is funded by Measure I funding allocated over two fiscal years, with a not-to-exceed allocation of \$1,125,000 in Fiscal Year 2026/27 and \$1,125,000 in Fiscal Year 2027/28. Any unexpended Fiscal Year 2026/27 appropriations are anticipated to be carried forward into Fiscal Year 2027/28, subject to the City's normal budget procedures. The total cost of the Consulting Agreement shall not exceed \$2,249,825.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 5, 2024, Escondido voters approved Measure I, a one-cent sales tax that increased the City's capacity to fund essential municipal services, infrastructure improvements, and long-range planning efforts.

On June 17, 2026, the City Council adopted Resolution No. 2026-91 approving the Fiscal Year 2026/27 Operating Budget, which included a two-year budget allocation for Phase I of the Escondido 2040 Program.

On June 29, 2026, City staff notified 17 known qualified consulting firms of an upcoming procurement opportunity for Escondido 2040. The notice conveyed the City's intent to retain a multidisciplinary consultant team with expertise in land use planning, infrastructure engineering, transportation, housing, economics and real estate, historic resources, environmental review, and public outreach and communications.

On July 22, 2026, Development Services issued Request for Proposals ("RFP") No. 26-34 for consultant services to complete Escondido 2040 Phase I (Attachment "1") through the City's procurement portal: <https://www.bidnetdirect.com/california/cityofescondido> ("BidNet"). The RFP was distributed to approximately 9,000 vendors, and proposal documents were downloaded by 245 accounts.

On August 12, 2026, staff presented an informational workshop to the City Council introducing Escondido 2040, its purpose, and the anticipated Phase I and future planning efforts. The City also launched the Escondido 2040 public website at <https://www.yourescondido.com/Escondido-2040>.

On August 17, 2026, City staff hosted a virtual pre-proposal informational meeting attended by 48 individuals. Information regarding the meeting was posted to the BidNet site for all potential bidders to access.

On September 4, 2026, the City received five proposals in response to RFP No. 26-34.

On September 5, 2026, staff conducted initial public outreach at the Grape Day Festival with an informational Escondido 2040 booth, providing project information and gathering preliminary feedback from approximately 100 community members. Staff spoke with interested members of the community about the fundamentals of City planning policy documents – what they are, why they are important, why they need updating – and had informational posters in both English and Spanish that included a QR code directing people to the program website. Staff also conducted an informal survey asking people how they would like to be informed about the project with options being email, community events, focus groups, and website. There was also a dry erase board available for people to share their favorite thing about Escondido.

On September 8, 2026, staff provided an informational presentation to the Planning Commission regarding Escondido 2040 and the Phase I scope of work.



CITY of ESCONDIDO

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BACKGROUND

The City initiated Escondido 2040 in July 2026 to update and better coordinate the General Plan, Specific Plans, and Master Plans that guide long-range development, infrastructure planning, capital investment, and municipal services. Centered on the principle of “Infrastructure Leading Land Use,” the program is intended to align future growth and public investment with infrastructure capacity, community needs, fiscal sustainability, and the City’s long-term vision.

Many of the City’s foundational planning documents have not been comprehensively updated in more than a decade, while significant changes have occurred in state housing law, transportation planning requirements, environmental regulations, infrastructure needs, development patterns, and community priorities. Escondido 2040 provides an opportunity to align these planning documents within a single coordinated framework.

The Escondido 2040 Phase I work program includes:

1. Updates to General Plan Chapter II, Land Use and Community Form, and Chapter III, Mobility and Infrastructure;
2. Updates to the Water, Wastewater, Stormwater and Drainage, and Parks, Trails, and Open Space Master Plans, as well as preparation of a new Transportation Master Plan;
3. Updates to the Downtown Specific Plan and South Centre City Specific Plan;
4. Preparation of a Housing Market Feasibility Analysis and Downtown Parking Study;
5. Community engagement;
6. Environmental review; and
7. Development of implementation recommendations addressing capital investment, funding strategies, regulatory updates, phasing, and performance measures.

The procurement process was conducted in compliance with the applicable provisions of Chapter 10 of the Escondido Municipal Code governing the procurement of professional services. Consistent with those requirements, the City solicited proposals and evaluated the qualifications, experience, and approach of the proposing teams to identify the most qualified consultants to perform the requested services.

Five proposals were submitted by highly qualified consultant teams, resulting in a competitive evaluation process.

ANALYSIS

An evaluation committee consisting of eight City staff representing the Development Services, Public Works, and Utilities departments reviewed the submitted proposals based on the criteria established in the RFP. Based on the results of the proposal evaluations, the committee recommended the three highest-ranked teams advance to interviews. Interviews were subsequently conducted by a four-member panel consisting of the Directors of the three participating departments and the City Project Manager.



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The evaluation process focused on each consultant team's ability to successfully deliver an integrated, infrastructure-led planning program. Evaluation criteria included technical approach, understanding of the City's objectives, project management and team coordination, community engagement strategy, schedule and risk management, environmental review approach, and overall team qualifications and experience.

Particular emphasis was placed on each team's ability to integrate infrastructure planning with land use and investment decisions, coordinate the various planning and environmental review efforts into a single cohesive program, effectively manage a complex multidisciplinary team, engage a broad cross-section of the community, maintain the proposed project schedule, and successfully deliver a project of comparable scale and complexity.

Following the solicitation, evaluation, and interview process, the evaluation committee and interview panel determined that De Novo Planning Group provided the strongest overall value and the greatest alignment with the City's objectives for the Escondido 2040 program. A copy of the De Novo Planning Group proposal is included in the Consulting Agreement as Exhibit 1 (refer to Resolution No. 2026-165, Exhibit "A" – Consulting Agreement, Attachment "A" – Scope of Work, Exhibit "1" – De Novo Planning Group Proposal). Unlike several competing proposals, the De Novo scope includes comprehensive updates to all five major master plans (Water, Wastewater, Stormwater and Drainage, Transportation, and Parks), including future-condition infrastructure modeling, capital improvement planning, and implementation strategies. The evaluation committee and interview panel concluded that De Novo Planning Group's approach most effectively demonstrated how infrastructure planning, utility capacity analysis, and capital improvement planning would directly inform future land use and investment decisions.

Staff subsequently negotiated the scope of services, staffing plan, schedule, deliverables, assumptions, and fee proposal with De Novo Planning Group. Staff has concluded that the proposed Consulting Agreement provides the expertise, organizational capacity, technical capabilities, and project controls necessary to successfully complete Escondido 2040 Phase I within the established budget and schedule.

De Novo Planning Group's work program places infrastructure planning at the center of the planning process. The scope includes comprehensive updates to the City's Water, Wastewater, Stormwater and Drainage, Transportation, and Parks, Trails, and Open Space Master Plans, which will be prepared concurrently with updates to the General Plan and Specific Plans, as well as environmental review efforts. Infrastructure capacity analyses, growth projections, transportation modeling, housing feasibility analysis, environmental review, and community engagement are integrated into a single planning framework intended to guide future land use decisions, capital improvement investments, and implementation priorities. The scope culminates in adoption-ready General Plan and Specific Plan updates, a Program Environmental Impact Report, and implementation and funding strategies designed to support long-term project delivery.

The Consulting Agreement extends through July 1, 2028. The work program is organized into overlapping phases rather than discrete annual work efforts. The first year, spanning November 2026 through



CITY *of* ESCONDIDO

STAFF REPORT

November 2027, will focus primarily on technical studies, infrastructure assessment and modeling, Master Plan preparation, initial General Plan work, and community engagement. The second year, spanning July 2027 through July 2028, will focus primarily on completing the General Plan revisions, preparing the Specific Plan revisions and environmental documentation, implementation planning, and continued community engagement. The overlapping phases will allow infrastructure analysis and Master Plan findings to inform subsequent planning recommendations. Staff anticipates a project kickoff meeting in November 2026.

Upon completion, the City will have updated General Plan elements, two updated Specific Plans, five updated Master Plans, a Program Environmental Impact Report, and an implementation framework to guide future infrastructure investments, development decisions, and capital improvement priorities.

ENVIRONMENTAL ANALYSIS

The Consulting Agreement requires De Novo Planning Group to develop a CEQA strategy and prepare coordinated environmental review for Escondido 2040 Phase I. The resulting environmental documentation intends to establish a tiering framework to accelerate future capital works and private infill approvals.

CONCLUSION AND RECOMMENDATION

The evaluation committee determined that De Novo Planning Group provides the strongest overall value and clearest path to successful completion of Escondido 2040. Staff recommends that the City Council adopt Resolution No. 2026-165 authorizing the Mayor to execute the proposed Consulting Agreement, subject to final approval as to form by the City Attorney.

RESOLUTIONS

- a. Resolution No. 2026-165
- b. Resolution No. 2026-165— Exhibit “A” – Consulting Agreement

ATTACHMENTS

- a. Attachment “1” – Request for Proposals No. 26-34

RESOLUTION NO. 2026-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH DE NOVO PLANNING GROUP FOR THE ESCONDIDO 2040 "INFRASTRUCTURE LEADING LAND USE" PLANNING AND IMPLEMENTATION PROGRAM

WHEREAS, the City's General Plan, Specific Plans, and Master Plans collectively guide long-range land use and development, infrastructure planning, capital investment, and the provision of municipal services; and

WHEREAS, several of these planning documents require evaluation and updating to reflect current conditions, anticipated growth, infrastructure capacity, community priorities, and changes in applicable laws and planning practices; and

WHEREAS, in July 2026, the City launched Escondido 2040, an integrated planning and implementation program centered on the principle of "Infrastructure Leading Land Use," to align future growth and development with infrastructure capacity, public investment, community needs, fiscal sustainability, and the City's long-term vision; and

WHEREAS, the City Council finds that completion of Escondido 2040 is necessary to provide a coordinated framework for future land use, infrastructure investment, capital improvement planning, and implementation through 2040 and beyond; and

WHEREAS, Escondido 2040 Phase I includes coordinated updates to key components of the City's General Plan, five Master Plans, the Downtown Specific Plan, and the South Centre City Specific Plan,

together with supporting technical studies, environmental review, community engagement, and implementation planning; and

WHEREAS, on November 5, 2024, Escondido voters approved Measure I, a one-cent sales tax that that increased the City's capacity to fund essential municipal services, infrastructure improvements, and long-range planning efforts; and

WHEREAS, on June 17, 2026, the City Council adopted the Fiscal Year 2026/27 Annual Operating Budget through Resolution No. 2026-91, which included Measure I funding for long-range planning activities associated with Escondido 2040; and

WHEREAS, the City has established a budget for Escondido 2040 Phase I not to exceed \$1,125,000 in Fiscal Year 2026/27 and \$1,125,000 in Fiscal Year 2027/28; and

WHEREAS, on July 22, 2026, the City issued Request for Proposals No. 26-34 seeking a qualified multidisciplinary consultant team to provide the professional planning, engineering, environmental, community engagement, project management, and implementation services necessary to complete Escondido 2040 Phase I; and

WHEREAS, the City received five proposals in response to said Request for Proposals; and

WHEREAS, a proposal evaluation committee comprised of eight City staff, representing three City departments, and an interview panel comprised of four City staff, including the Directors of the three represented City departments and the City Project Manager, evaluated the proposers in accordance with the criteria established in the Request for Proposals; and

WHEREAS, the procurement process was conducted in compliance with the applicable provisions of Chapter 10 of the Escondido Municipal Code governing the procurement of professional services; and

WHEREAS, following evaluation of the proposals and interviews with the three highest-ranked proposers, the evaluation committee and interview panel determined that De Novo Planning Group provided the strongest overall value, demonstrated the greatest alignment with the City's objectives for Escondido 2040, and recommended awarding the Consulting Agreement to De Novo Planning Group; and

WHEREAS, De Novo Planning Group's proposed work program includes comprehensive updates to the City's Water, Wastewater, Stormwater and Drainage, Transportation, and Parks, Trails, and Open Space Master Plans and integrates those efforts with General Plan updates, Specific Plan updates, environmental review, and implementation planning; and

WHEREAS, the City and De Novo Planning Group have negotiated a Consulting Agreement with a total compensation amount not to exceed \$2,249,825 and a term ending July 1, 2028; and

WHEREAS, the City Council finds that entering into the Consulting Agreement with De Novo Planning Group, in an amount not to exceed \$2,249,825, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Consulting Agreement with De Novo Planning Group for the Escondido 2040 "Infrastructure Leading Land Use" planning and implementation program, in a substantially similar form to that which is attached and incorporated into this Resolution as Exhibit "A," subject to final approval as to form by the City Attorney.
3. That the City Manager retains the authority to approve amendments to the Consulting Agreement consistent with the Escondido Municipal Code and the terms of the Consulting Agreement.



City of Escondido
Consulting Agreement

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Sally Schifman, Principal Planner
760-839-4514
("CITY")

And: De Novo Planning Group
a California corporation
180 E. Main Street, Suite 108
Tustin, CA 92780
Attn: Amanda Tropiano, Principal
714-453-7711
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to prepare Escondido 2040, a comprehensive planning and implementation program that includes updates to key components of the City's General Plan, Master Plans, and Specific Plans, together with associated technical studies, environmental review, and community engagement activities;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$2,249,825**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not subcontract any component of the Services without obtaining the CITY's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis,

including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

- (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated

within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

- (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
- (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- (9) *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- (10) *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (11) *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

- c. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.
8. Indemnification, Duty to Defend, and Hold Harmless.
 - a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
 - b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent,

CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

City of Escondido

Date: _____

Dane White
Mayor

De Novo Planning Group

Date: _____

Ben Ritchie, Chief Executive Officer

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
DARE DELANO, INTERIM CITY ATTORNEY

BY: _____

DATE: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

De Novo Planning Group, a California corporation ("CONSULTANT"), will provide the City of Escondido, a California municipal corporation ("CITY") with professional planning, engineering, environmental, public engagement, and implementation support services necessary to prepare Phase I of the Escondido 2040 Program, including updates to the CITY's General Plan, Master Plans, and Specific Plans, together with supporting technical studies, environmental review, public engagement, project management, and implementation recommendations (collectively referred to herein as "Project").

B. Location

Consultant shall perform services related to Phase I of the Escondido 2040 Program at locations as necessary to complete the services, including the City of Escondido, City Hall, Project planning areas, public meeting venues, community engagement locations, and the Consultant's offices. Certain services may be performed remotely, while other activities, including Project meetings, workshops, presentations, field investigations, and community engagement events, may be conducted within the City of Escondido.

C. Services

CONSULTANT shall provide all labor, materials, equipment, technical expertise, analysis, facilitation, environmental review, public engagement, Project management, and related professional services necessary to complete Phase I of the Escondido 2040 Program.

The Services described below are based on the Work Plan, tasks, assumptions, and deliverables contained in CONSULTANT's proposal dated September 4, 2026, which is attached hereto as **Exhibit "1"** and incorporated herein by this reference. In the event of a conflict between this Agreement and Exhibit "1", the terms of this Agreement shall prevail.

The Project is organized into six integrated phases intended to complete Phase I of the Escondido 2040 Program. The task descriptions and deliverables identified herein are intended to summarize the CONSULTANT's responsibilities and shall not be construed to limit the CONSULTANT's obligation to provide all labor, materials, technical expertise, analyses, documentation, coordination, and other professional services reasonably necessary to complete the Project and deliver the expected outcomes described in the approved Work Plan.

Phase 1: Project Management, Kickoff & Baseline Data Compilation

CONSULTANT shall provide overall Project management, coordination, scheduling, budget management, quality assurance/quality control (QA/QC), and consultant team oversight for the duration of the Project. Services shall include coordination with CITY staff, management of subconsultants, preparation of Project schedules, progress reporting, meeting facilitation, and maintenance of Project records.

CONSULTANT shall remain fully responsible for the performance, coordination, quality, schedule, and deliverables of all subconsultants.

CONSULTANT shall be responsible for maintaining and updating, as needed, the Master Project Schedule, identifying critical path activities, monitoring schedule performance, and promptly notifying the CITY of any anticipated schedule delays together with proposed corrective actions.

CONSULTANT shall implement internal quality assurance and quality control procedures for all technical analyses, reports, plans, modeling efforts, environmental documents, and public-facing materials prior to submission to the CITY.

CONSULTANT shall prepare and maintain meeting agendas, attendance records, action item logs, and summary notes for Project management meetings and major Project milestones.

CONSULTANT shall prepare draft and final deliverables necessary to complete the Services, including technical memoranda, maps, GIS data, meeting materials, presentations, technical studies, planning documents, environmental documentation, implementation programs, and other work products required by the Scope of Work and approved by the CITY.

CONSULTANT shall provide all reports, technical studies, GIS data, mapping products, databases, model files, supporting calculations, graphics, and other work products prepared under this Agreement to the CITY in editable electronic format upon request and upon completion of the Project. Updated model files, associated datasets, assumptions, and technical documentation developed or modified under this Agreement shall be delivered to the CITY as part of the final Project record.

Per the proposed Work Plan, *Phase 1: Project Management, Kickoff & Baseline Data Compilation* is anticipated to include:

Task 1.1: Project Kickoff Meeting, City Tour & Data Protocols

Task 1.2: Continuous Project Administration & Team Coordination

Project Management deliverables are anticipated to include, and may not be limited to:

- Master Project Schedule
- Kickoff Meeting Agenda & Summary Notes
- Comprehensive Consolidated Baseline Data Request List
- Secure Cloud Workspace Setup & Maintenance
- Monthly Progress Reports & Itemized Invoices

Phase 2: Community Engagement

CONSULTANT shall develop and implement a community engagement program that supports meaningful public participation throughout the Project. Services shall include preparation of a Community Engagement Plan, stakeholder outreach, public workshops, community meetings, surveys, digital engagement activities, participation tracking, analysis of public input, and preparation of engagement summaries, and other outreach activities necessary to support meaningful public participation throughout the Project. CITY staff shall assist with implementation of the Community Engagement Plan, such as by securing facilities, staffing pop-up events, and providing interpretation, and other logistical support. Such assistance shall not reduce CONSULTANT'S responsibility to implement the Community Engagement Program and prepare all required outreach deliverables.

CONSULTANT shall document outreach activities and summarize public input received throughout the Project. Outreach activities shall include citywide notification efforts utilizing direct mail, digital engagement, workshops, and stakeholder outreach. Public comments, themes, and recommendations shall be synthesized and incorporated into Project findings, alternatives development, and decision-making materials as appropriate.

CONSULTANT shall integrate community feedback into the development of Project alternatives, policy recommendations, master plan updates, General Plan updates, Specific Plan updates, and implementation strategies and shall document how public input informed Project recommendations.

Per the proposed Work Plan, *Phase 2: Community Engagement* is anticipated to include:

Task 2.1: Community Engagement Plan (CEP) & Branding Kit

Task 2.2: Digital Engagement, Surveys & Citywide EDDM Direct Mailer

Task 2.3: In-Person Workshops, Pop-ups & Committee Facilitation

Community Engagement deliverables are anticipated to include, and may not be limited to:

- Draft and Final Community Engagement Plan (CEP) & Branding Toolkit
- Live Project Web Portal Architecture & Bilingual 2–3 Minute Overview Video
- Designed, Printed (Greyscale), and Distributed Citywide EDDM Postcard Mailer (~50,000 addresses)
- Two Bilingual Online Surveys and Comprehensive Summary Reports
- Meeting Materials, Displays, Translation, and Summary Reports for three Citywide Workshops, two Pop-Ups, ten Stakeholder Interviews, and six GPAC Meetings
- Three special group meetings such as with youth, seniors, persons with disabilities, or other groups that can provide special insight into the community

Phase 3: Baseline Assessments & Master Plan Updates

CONSULTANT shall prepare updates to the City's infrastructure and resource planning framework, including updating the City's Water Master Plan, Wastewater Master Plan, Stormwater and Drainage Master Plan Update, and Park, Trails, and Open Space Master Plan, and prepare a new Transportation Master Plan.

When preparing the Master Plans, CONSULTANT shall evaluate existing conditions, future demand, infrastructure capacity, system deficiencies, capital improvement needs, growth assumptions, funding considerations, and implementation strategies necessary to support the City's long-term planning objectives. Each Master Plan shall include prioritized capital improvement recommendations, planning-level cost estimates, implementation considerations, and funding strategies necessary to support future infrastructure planning and investment decisions. Master Plan analyses shall evaluate both existing conditions and anticipated future conditions associated with implementation of the Escondido 2040 Program.

CONSULTANT shall provide to the CITY, in editable electronic format, all model files, supporting datasets, assumptions, calculations, technical documentation, GIS datasets, geodatabases, map layers, mapping products, and other supporting technical materials prepared under this Agreement.

CONSULTANT shall prepare technical studies necessary to support Phase I of the Escondido 2040 Program, including a Housing Market Feasibility Analysis and a Downtown Focused Parking Study and Parking Regulations Assessment. Technical studies shall provide data, analysis, findings, and recommendations necessary to inform planning, policy, and implementation decisions.

CONSULTANT shall prepare a Cultural Resources Existing Conditions assessment, including archival research, records searches, and technical analysis necessary to support planning and environmental review activities.

CONSULTANT shall synthesize the findings of the technical studies and Master Plan evaluations into a citywide Opportunities and Constraints Summary that identifies infrastructure, environmental, market, mobility, and community considerations and serves to inform the development of land use alternatives and subsequent planning recommendations.

CONSULTANT shall coordinate the technical analyses and Master Plan recommendations with the General Plan, Specific Plans, environmental review, and implementation planning efforts to ensure infrastructure findings directly inform future land use, transportation, housing, economic development, and capital investment decisions.

As described in the CONSULTANT'S proposal, Wastewater Master Plan services shall include up to 8 weeks of temporary flow monitoring and data collection activities at up to 20 sites.

CONSULTANT remains responsible for preparation of analyses, reports, recommendations, draft documents, and final deliverables. CITY staff will provide review, policy direction, and technical input.

Specific to the Transportation Master Plan, CITY staff will complete the parking strategy document with CONSULTANT oversight.

Per the proposed Work Plan, *Phase 3: Baseline Assessments & Master Plan Updates* is anticipated to include:

Task 3.1: Water Master Plan Update

Task 3.2: Wastewater Master Plan Update

Task 3.3: Stormwater & Drainage Master Plan Update

Task 3.4: Transportation Master Plan

Task 3.5: Downtown Focused Parking Study

Task 3.6: Parks, Trails, and Open Space Master Plan Update

Task 3.7: Socioeconomic Profile & Housing Market Feasibility Study

Task 3.8: Cultural Resources Baseline & Existing Conditions

Task 3.9: Opportunities and Constraints Summary

Master Plan Updates and Technical Studies deliverables are anticipated to include, and may not be limited to:

- Editable GIS datasets, geodatabases, map layers, and mapping products prepared under this Agreement

- Editable model files, supporting datasets, assumptions, calculations, and technical documentation prepared under this Agreement
- Draft and Final Water Master Plan Report
- Draft and Final Wastewater Master Plan Report
- Draft and Final Stormwater & Drainage Master Plan Report
- Draft and Final Transportation Master Plan Report
- Downtown Focused Parking Study PowerPoint Technical Memorandum & Heat Maps
- Draft and Final Parks, Trails, and Open Space Master Plan Report
- Socioeconomic Market Profile Presentation Deck & Housing Market Feasibility Study Tech Memo
- Cultural Resources Existing Conditions Report
- Opportunities and Constraints Summary

Phase 4: General Plan & Specific Plan Updates

CONSULTANT shall ensure that General Plan and Specific Plan recommendations are informed by the findings of the Master Plans, technical studies, infrastructure capacity analyses, and community engagement efforts completed as part of the Escondido 2040 Program.

CONSULTANT shall prepare, evaluate, and refine land use alternatives and up to three future growth scenarios to support selection of a Preferred Land Use Plan and associated buildout assumptions for subsequent planning and environmental review activities.

CONSULTANT shall prepare updates to selected components of the City's General Plan, including:

- a. Chapter II – Land Use and Community Form
- b. Chapter III – Mobility and Infrastructure

Services shall include policy analysis, stakeholder engagement, technical evaluations, preparation of draft and final plan amendments, mapping updates, and implementation recommendations.

Services shall include preparation of land use maps, buildout analyses, and supporting datasets necessary to evaluate future development potential, infrastructure needs, and environmental review assumptions.

CONSULTANT shall prepare updates to the following Specific Plans:

- a. Downtown Specific Plan
- b. South Centre City Specific Plan

Services related to Specific Plan Updates shall include updates to development standards, design standards, mobility and parking policies, economic development strategies, infrastructure implementation measures, and other provisions necessary to support the long-term vision for the Downtown Specific Plan and South Centre City Specific Plan areas.

CONSULTANT shall prepare Administrative Draft, Screencheck Draft, Public Review Draft, and adoption-ready Final versions of the General Plan and Specific Plan documents as necessary to support CITY review, public review, environmental review, and adoption.

CONSULTANT shall prepare visualizations, graphics, renderings, and other illustrative materials to communicate land use alternatives, development concepts, and planning recommendations to decision-makers and the public.

Per the proposed Work Plan, *Phase 4: General Plan & Specific Plan Updates* is anticipated to include:

Task 4.1: Community Vision Report & Land Use Alternatives

Task 4.2: General Plan Element Updates (Chapters II & III)

Task 4.3: Specific Plan Updates (DSP & SCCSP)

General Plan & Specific Plan Updates deliverables are anticipated to include, and may not be limited to:

- Community Vision Report (English & Spanish)
- Land Use Alternatives Report with 3D Visual Renderings
- Preferred Land Use Map & Finalized Buildout Data Package
- Administrative, Screencheck, and Public Review Drafts of Updated General Plan Chapters II & III
- Administrative, Screencheck, and Public Review Drafts of Updated Downtown Specific Plan and South Centre City Specific Plan

Phase 5: CEQA Compliance (Program EIR)

CONSULTANT shall prepare all environmental documentation necessary to support adoption of the Escondido 2040 General Plan updates, Specific Plan updates, Master Plans, technical studies, and implementation program in compliance with the California Environmental Quality Act (CEQA). Services shall include preparation of an initial CEQA strategy memorandum, technical analyses, environmental documentation, public review materials, responses to comments, and final environmental documents as required.

CONSULTANT shall coordinate environmental review activities with the preparation of the Master Plans, General Plan updates, Specific Plan updates, land use alternatives, and implementation recommendations to ensure consistency among Project documents.

CONSULTANT shall prepare a Program Environmental Impact Report (PEIR) that evaluates the integrated planning program and provides an environmental review framework capable of supporting future implementation activities, public infrastructure projects, and subsequent environmental review processes as appropriate. The PEIR shall be prepared to facilitate future CEQA streamlining and tiering opportunities, where appropriate, for subsequent public and private projects consistent with the adopted plans.

CONSULTANT shall provide support for AB 52 and SB 18 tribal consultation activities, including preparation of notification materials, consultation tracking documentation, meeting support, and coordination with CITY staff.

CONSULTANT shall prepare responses to agency, tribal, stakeholder, and public comments received during the environmental review process and revise environmental documents, technical analyses, and supporting materials as necessary to support Project adoption.

CONSULTANT shall provide technical expertise and environmental review support during public hearings, study sessions, and adoption proceedings as requested by the CITY.

CONSULTANT shall prepare all environmental documentation necessary to support certification of the Program Environmental Impact Report and adoption of the associated planning documents.

Per the proposed Work Plan, *Phase 5: CEQA Compliance (Program EIR)* is anticipated to include:

Task 5.1: Scoping, NOP & AB 52/SB 18 Tribal Consultation Assistance

Task 5.2: Program EIR Preparation

CEQA Compliance (Program EIR) deliverables are anticipated to include, and may not be limited to:

- Draft, Revised, and Final Notice of Preparation (NOP) & Scoping Meeting Summary
- Certified Mail Tribal Consultation Letters & Consultation Tracking Logs
- Cultural Resources Technical Report for PEIR
- Technical studies, appendices, modeling outputs, and supporting environmental analyses prepared in support of the PEIR
- Administrative Draft PEIR with Technical Appendices
- Public Review Draft PEIR, NOA, NOC, and State Clearinghouse Filings
- Final PEIR, Response to Comments, MMRP, Findings of Fact, and Statement of Overriding Considerations

Phase 6: Public Hearings & Adoption

CONSULTANT shall provide all services necessary to support review, consideration, adoption, and implementation of Phase I of the Escondido 2040 Program. CONSULTANT shall assist with preparation of hearing materials, presentations, graphics, implementation recommendations, funding strategies, public meeting support, responses to decision-maker and public comments, final document production, and coordination with CITY staff throughout the adoption process.

CONSULTANT shall assist the CITY in presenting Project findings, recommendations, and supporting documentation to advisory bodies, the Planning Commission, and the City Council, and shall prepare final adoption-ready deliverables necessary to support Project adoption and implementation.

CONSULTANT shall prepare implementation recommendations to support execution of Phase I of the Escondido 2040 Program. Services shall include identification of capital improvement priorities, policy actions, regulatory recommendations, implementation measures, funding opportunities, phasing strategies, and performance metrics. Implementation recommendations shall include identification of funding mechanisms,

financing tools, capital improvement funding strategies, grant opportunities, and other implementation measures necessary to support execution of the adopted plans.

CONSULTANT shall provide all final reports, presentations, graphics, maps, implementation materials, and supporting files in both searchable PDF and editable electronic formats acceptable to the CITY.

CONSULTANT shall attend and provide technical support at study sessions, advisory committee meetings, Planning Commission hearings, City Council hearings, and other public meetings reasonably necessary to support Project adoption.

CONSULTANT shall prepare an implementation framework or matrix identifying recommended actions, responsible parties, potential funding sources, implementation sequencing, and performance measures.

Per the proposed Work Plan, *Phase 6: Public Hearings & Adoption* is anticipated to include:

Task 6.1: Advisory Body Briefings & Study Sessions

Task 6.2: Formal Public Adoption Hearings

Task 6.3: Master Plan Capital Improvement & Funding Roadmaps

Task 6.4: Final Document Publishing & Notice of Determination (NOD)

Public Hearings & Adoption deliverables are anticipated to include, and may not be limited to:

- Facilitation, Presentation Decks, and Graphics for up to 4 Study Sessions / Briefings
- Expert Representation and Facilitation at 4 Formal Public Adoption Hearings (Planning Commission and City Council)
- Unified Master Plan Funding Strategy Technical Memorandum
- Final Adopted Plan Documents (General Plan, Specific Plans, 5 Master Plans, PEIR) in Digital and Bound Formats
- Filed Notice of Determination (NOD) and Fee Receipts
- Final editable electronic files for all adopted plans, technical studies, maps, graphics, presentations, and implementation materials

All services provided under this Agreement shall be subject to the City's oversight and final approval. CONSULTANT shall not take any action on behalf of the City without the City's prior written approval.

D. City Staff Contact

The CITY designates the Development Services Department as the lead department for administration of this Agreement. The City Project Manager, or designee, shall serve as the primary point of contact between the CITY and CONSULTANT and shall be responsible for coordinating CITY review, consolidating comments, providing direction, and administering the Agreement on behalf of the CITY.

All communications, deliverables, invoices, requests for information, and project coordination activities shall be directed through the City Project Manager unless otherwise authorized by the CITY.

The initial City Project Manager for this Agreement shall be:

Sally Schiffman, Principal Planner
City of Escondido Development Services Department, Planning Services
201 North Broadway
Escondido, CA 92025
(760) 839-4514
sally.schiffman@escondido.gov

The CITY reserves the right to designate a different Project Manager at any time upon written notice to the CONSULTANT.

E. Scheduling

CONSULTANT shall commence work upon receipt of a Notice to Proceed from the CITY and shall complete all Services no later than **July 1, 2028**, unless otherwise approved by City Council.

CONSULTANT shall prepare and maintain a detailed Project schedule identifying all major tasks, milestones, deliverables, public engagement activities, meetings, environmental review milestones, and adoption actions. The schedule shall be updated periodically throughout the Project and provided to the CITY upon request.

CONSULTANT shall coordinate all work activities with the CITY Project Manager and shall immediately notify the CITY of any condition that may affect the timely completion of the Services.

F. Contract Price and Payment Terms

The total compensation payable to CONSULTANT under this Agreement shall not exceed **\$2,249,825** without prior written authorization from the CITY.

The contract price shall include all labor, personnel, subconsultant costs, materials, equipment, software, travel, meetings, public outreach, administrative expenses, overhead, profit, and all other costs necessary to perform the Services described in this Agreement.

Unless otherwise approved by the CITY, CONSULTANT shall be compensated on a time-and-materials basis in accordance with the cost proposal included in **Exhibit "2"**, and shall be subject to the not to exceed amount established by this Agreement.

CONSULTANT shall submit monthly invoices. Each invoice shall include (unless otherwise specified by City): 1) current billing by task and Project total; 2) prior billing by task and Project total; 3) remaining budget by task and Project total; and 4) percent complete by task and Project total.

Payment shall be made within 30 days following receipt and approval of a properly submitted invoice. The CITY reserves the right to withhold payment for services that have not been performed in accordance with the requirements of this Agreement.

No payment shall be made for work performed outside the approved Scope of Work unless authorized in writing by the CITY.

G. Term

The term of this Agreement shall commence on the Effective Date and shall continue through **July 1, 2028**, unless terminated earlier in accordance with the provisions of this Agreement.

The term of this Agreement may be extended by mutual written agreement of the Parties.

CONSULTANT shall commence performance of the Services upon receipt of a Notice to Proceed from the CITY and shall diligently prosecute the Services to completion in accordance with the approved Project schedule.

H. Assumptions

The following assumptions were identified by the CONSULTANT in its proposal and form part of the basis for the proposed scope of work, schedule, and fee. These assumptions identify information, services, facilities, staffing, and other support anticipated to be provided by the CITY, as well as limitations on certain analyses and work products. To the extent any assumption conflicts with the terms of this Agreement or the approved Scope of Work, the terms of this Agreement shall govern.

Water Master Plan

- The CITY will provide available background studies, GIS data, asset inventories, record information, the Climatec InfoWater model, historical demand and production information, raw water and treatment operating information, available dam/reservoir and Division of Safety of Dams (DSOD) documentation, source water quality information, and other readily available data in electronic format.
- Attendance at public workshops, Planning Commission presentations, and City Council presentations by West Coast Civil is not included.
- The scope includes evaluation of existing conditions and up to three future General Plan land use/demand scenarios. Additional scenarios or substantial re-analysis resulting from material changes after completion of the initial scenario evaluations are not included.
- The 2025 Urban Water Management Plan (UWMP) will serve as the primary basis for water supply availability and drought reliability. The Water Master Plan will focus on infrastructure, operational, and General Plan implications rather than recreating the UWMP supply reliability analysis.
- Raw water, dam/reservoir, source water quality, and treatment evaluations are planning-level assessments based on existing information and staff knowledge. New field investigations, sampling programs, specialized dam safety analyses, and detailed treatment process studies are not included.
- Regulatory considerations will be addressed only to the extent they materially affect infrastructure capacity, reliability, operations, or capital planning. A comprehensive regulatory compliance audit is not included.
- CEQA/NEPA documentation, environmental technical studies, regulatory permitting, and permit application preparation are not included in the Water Master Plan scope.

- Project-specific Water Studies, development-specific hydraulic analyses, and individual development fire-flow evaluations are not included.

Wastewater Master Plan

- The CITY and General Plan team will provide available background studies, GIS data, asset inventories, record information, the prior backbone trunk sewer model and associated model data, historical wastewater and HARRF flow information, rainfall and wet-weather records, lift station information, available condition/CCTV records, HARRF and outfall planning information, General Plan land use assumptions, and other readily available data in electronic format.
- Attendance at public workshops, Planning Commission presentations, and City Council presentations by West Coast Civil is not included.
- The scope includes evaluation of existing conditions and up to three future General Plan land use/flow scenarios. Additional scenarios or substantial re-analysis resulting from material changes after completion of the initial scenario evaluations are not included.
- The hydraulic model will be based on the backbone trunk sewer system represented in the prior Master Plan model. Extension of the model into local collection sewers is not included.
- The wet-weather evaluation will use existing CITY flow, rainfall, HARRF influent, and operational information. Wastewater Master Plan services shall include up to 8 weeks of temporary flow monitoring and data collection activities at up to 20 sites.
- Condition and renewal planning will be based on available CITY data. The scope does not assume that CCTV or condition information is complete, current, consistently coded, or suitable for pipe-by-pipe condition scoring.
- HARRF, recycled water, and outfall evaluations are planning-level assessments intended to relate available facility capacity and constraints to General Plan wastewater projections. Detailed process modeling, facility condition assessments, ocean outfall modeling, or design are not included.
- Regulatory considerations will be addressed only to the extent they materially affect wastewater capacity, infrastructure planning, reuse/disposal, or potential sewer service expansion. A comprehensive regulatory compliance audit is not included.
- Project-specific Sewer Studies and development-specific hydraulic analyses are not included.

Stormwater and Drainage Master Plan

- Base mapping is complete, and all drainage facilities to be studied have been horizontally located, with flowline elevations, materials, sizes, and connectivity determined.
- The scope excludes videotaping of storm drain facilities.

Transportation Master Plan

- CITY staff will be primarily responsible for identifying existing conditions (building upon previously completed CATS analyses).
- CITY staff will review and recommend transportation and parking goals and policies based on existing policy direction and examples provided by Fehr & Peers.
- CITY staff will provide text for summary reports as assigned by Fehr & Peers.
- CITY staff will coordinate traffic count locations with Fehr & Peers and review collected data for accuracy.
- Fehr & Peers will provide parking management strategy options. CITY staff will author the parking strategy document with Fehr & Peers oversight.

Downtown Specific Plan Update

- The update will build upon the structural layout and boundary of the existing Downtown Specific Plan. The scope does not include expansion of the Downtown Specific Plan boundary.
- The scope does not include a complete rewrite of non-impacted chapters.
- Renderings will represent conceptual building massing, spatial relationships, and public realm character.
- Highly detailed architectural drawings, construction documents, floor plans, structural engineering, and similar design-level products are excluded.

South Centre City Specific Plan Update

- The update will be consistent with the existing South Centre City Specific Plan boundary along Centre City Parkway. The scope does not include expansion of the South Centre City Specific Plan boundary.
- The scope focuses on selected chapters, including land use allowances, corridor circulation, and design standards.
- The scope does not include rewriting non-impacted chapters.
- Renderings will represent conceptual building massing, spatial relationships, and public realm character.
- Highly detailed architectural drawings, construction documents, floor plans, structural engineering, and similar design-level products are excluded.

Cultural Records Search

- Cultural records search costs shall not exceed \$5,000.

Community Engagement Program

- CITY staff will provide in-person Spanish translation at public meetings and events, as necessary.
- CITY staff will post GPAC agendas and prepare GPAC meeting minutes, as appropriate.

- CITY staff will provide necessary staffing at pop-up events. De Novo will provide materials.
- CITY staff will be responsible for finding and securing all meeting facilities.
- The CITY will be responsible for responding to comments received through the General Plan website.
- The CITY will maintain the contact list of interested parties.
- CITY staff will be responsible for Project briefings with advisory bodies and the City Council when no action is being taken and direction is not being requested.

I. Other

Regulatory Compliance

CONSULTANT shall perform the Services in accordance with all applicable federal, state, regional, and local laws, regulations, standards, and guidance documents.

Use of Artificial Intelligence (AI)

The CITY recognizes that Artificial Intelligence (AI) tools may be used by CONSULTANT to support research, data analysis, content development, administrative tasks, or other Project activities.

The use of AI shall not diminish the CONSULTANT'S responsibility for the quality, accuracy, originality, completeness, legality, or professional judgment reflected in any work product prepared under this Agreement.

CONSULTANT shall remain solely responsible for all analyses, recommendations, conclusions, technical documents, environmental documentation, public-facing materials, and other deliverables provided to the CITY.

CONSULTANT shall independently verify the accuracy and reliability of all information before submission to the CITY.

CONSULTANT shall not upload confidential, sensitive, proprietary, or otherwise non-public CITY information to publicly available AI platforms unless expressly authorized in writing by the CITY and consistent with all applicable confidentiality, security, and data protection requirements.

Upon request, CONSULTANT shall disclose the extent to which AI tools were used in the preparation of Project deliverables and describe the quality control measures employed to validate resulting work products.

The CITY reserves the right to require revision or replacement of any deliverable that relies upon inaccurate, unverified, plagiarized, misleading, or otherwise deficient AI-generated content.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4, Personnel, of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below and shall not subcontract any component of the Services without obtaining the CITY's prior written consent.

1. Gary Yagade, Principal Engineer, gyagade@cvaldo.com, CValdo Corporation
2. Julie Cooper, Principal, jcooper@epsys.com, Economic & Planning Systems, Inc.
3. Katy Cole, Principal, K.Cole@fehrandpeers.com, Fehr & Peers
4. Andrew Watkins, President, awatkins@jzmkpartners.com, JZMK Partners
5. Zachary Muetting, Principal PM, zach@rjmdesigngroup.com, RJM Design Group
6. Samantha Murray, President, smurray@southenvironmental.com, South Environmental
7. Kyle McCarty, Principal Engineer, Kyle@westcoastcivil.com, West Coast Civil

De Novo Planning Group

Date: _____

Ben Ritchie, Chief Executive Officer



CITY OF ESCONDIDO
Escondido 2040 General Plan Update
“Infrastructure Leading Land Use”

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PREPARED FOR:
City of Escondido
Development Services
Department 201 N. Broadway
Escondido, CA 92025

PREPARED BY:
De Novo Planning Group
180 E Main Street, Suite 108
Tustin, CA 92780

In Association With:
Economic and Planning
Systems, Fehr & Peers, JZMK
Partners, RJM Design Group,
South Environmental, West
Coast Civil

Submitted September 4, 2026



September 4, 2026

Kevin Snyder, Director of Development Services
Sally Schiffman, Principal Planner
Development Services Department, City of Escondido
201 N. Broadway, Escondido, CA 92025

Subject: Escondido 2040 "Infrastructure Leading Land Use" (RFP No. 26-34) Proposal

Dear Mr. Snyder and Ms. Schiffman,

De Novo Planning Group is thrilled to submit our proposal to partner with the City of Escondido on Escondido 2040. This program presents a defining opportunity to align long-range growth with true infrastructure capacity—ensuring Escondido's evolution to 2040 is resilient, fiscally sustainable, and grounded in its rich cultural heritage. Balancing vibrant downtown housing, corridor vitality, and long-term utility capacity requires an integrated strategy. We are the team to deliver it, on-time and on-budget.

Full Scope Delivery Within Your Established Budget

We confirm that our proposal delivers the City's entire requested scope of work within your \$2.25 million budget. Every primary deliverable—all five Master Plans, General Plan Chapters II and III, both Specific Plan Updates, the Housing Market Feasibility Analysis, Downtown Parking Study, Program EIR, and a robust community engagement program—is fully included in our base scope without sacrificing technical depth or eliminating required components.

Proven North County Experience for an Aggressive Schedule

Executing this complete scope in two years requires an agile, fast-track approach. As a Principal-led firm, De Novo eliminates corporate bureaucracy and administrative delays. We bring direct North County experience—including authoring neighboring San Marcos's Housing, Safety, and EJ Elements and draft General Plan Update. Led directly by firm Principals from day one, with Assistant PM Erik Anderson living just 20 minutes from City Hall, we provide the local responsiveness, senior focus, and hands-on leadership needed to maintain complete schedule momentum.

An Elite, Specialized Team of Niche Experts

This high-stakes project deserves a premier team built specifically for Escondido's priorities. De Novo is joined by a hand-picked bench of industry-leading subconsultants: West Coast Civil (water/wastewater), Fehr & Peers (transportation/parking), CValdo Corporation (stormwater), Economic & Planning Systems (economics/housing), JZMK Partners (urban design/3D renderings), RJM Design Group (parks/trails), and South Environmental (cultural resources/tribal consultation).

Key Commitments and Required Representations

Led personally by Amanda Tropiano (PM) and Erik Anderson (Assistant PM), our team is ready to hit the ground running upon Notice to Proceed. Per RFP No. 26-34 requirements:

- » De Novo takes no exceptions to RFP No. 26-34 or the Standard Consulting Agreement (Exhibit 1).
- » We acknowledge and comply with all Q&A memoranda and addenda issued through August 24, 2026.
- » I certify under penalty of perjury that all submitted qualifications, narrative statements, and data are true, accurate, and complete.

We look forward to discussing our approach with you. Contact me at (714) 453-7711 or atropiano@denovoplanning.com.

Sincerely,

Amanda Tropiano

Principal, De Novo Planning Group

2. EXECUTIVE SUMMARY

Escondido 2040 is a defining opportunity to align long-range land use with real infrastructure capacity, positioning Escondido to grow, adapt, and invest with clarity over the next generation. As a mature, well-served, and largely built-out city, Escondido does not need a blank-sheet planning exercise. Instead, this program requires an integrated execution strategy that honors the city's rich cultural heritage, protects established neighborhoods, and focuses economic reinvestment where infrastructure can best support it.

De Novo Planning Group has assembled a specialized, multidisciplinary team designed specifically to execute this vision on time and within the \$2.25 million budget. Our approach bridges technical analysis, urban design, public engagement, and environmental review into a single, cohesive project execution strategy.

COMPLETE WORK PROGRAM

Through diligent coordination and negotiation with our teaming partners, we are pleased to provide the City of Escondido with the entire requested scope of work within the fixed project budget. This includes:

- » Water Master Plan
- » Wastewater Master Plan
- » Stormwater and Drainage Master Plan
- » Transportation Master Plan
- » Parks, Trails, and Open Space Master Plan
- » Land Use and Community Form Element
- » Mobility and Infrastructure Element
- » Housing Market Feasibility Analysis
- » Downtown Focused Parking Study and Parking Regulations Assessment
- » Downtown Specific Plan Update
- » South Centre City Specific Plan Update
- » Environmental Review and CEQA Compliance
- » Public Engagement Program

In order to accomplish this work program within the schedule and budget, we must rely on a deep partnership with City staff. Based on the clear vision outlined in the RFP, we know your team is fully equipped for this collaborative effort..

TEAM STRUCTURE AND SPECIALIZED EXPERTISE

De Novo Planning Group (Prime Consultant & Project Leadership): Manages overall program execution, leads outreach and Land Use Element Update, and prepares the CEQA Program EIR.

West Coast Civil (Water & Wastewater Master Plans): Directs the Water and Wastewater Master Plan updates. Project Manager Kyle McCarty brings direct local experience as co-author of Escondido's 2012 Water and Wastewater Master Plans.

CValdo Corporation (Stormwater & Drainage Master Plan): Manages the Stormwater and Drainage Master Plan update.

Fehr & Peers (Transportation Master Plan & Downtown Parking Study): Leads the Transportation Master Plan, Mobility Element Update, and Downtown Focused Parking Study. Active ongoing work with the City allows Fehr & Peers to immediately leverage existing traffic datasets, CATS webmaps, and corridor models.

RJM Design Group (Parks, Trails, & Open Space Master Plan): Leads the Parks, Trails, and Open Space Master Plan update, conducting GIS gap analyses, field condition assessments, and walkability evaluations to guide investments.

JZMK Partners (Urban Design): Provides urban design support for the General Plan and Specific Plan Updates.

Economic & Planning Systems (EPS) (Housing & Economic Feasibility): Leads the Housing Market Feasibility Analysis, evaluating development economics to ensure land use policies support real-world housing production.

South Environmental (Cultural & Historic Resources): Conducts cultural and historic resources research, Native American tribal consultation support (AB 52/SB 18), and technical documentation for CEQA defensibility.

INFRASTRUCTURE LEADING LAND USE

Our project framework treats infrastructure analysis not as a post-hoc modeling exercise, but as the foundational baseline that directly shapes land use policy, housing feasibility, and environmental review.

BASELINE ANALYSIS

Our engineering and utility team leads establish system capacities, identify deficiency triggers, and map infrastructure constraints. Simultaneously, EPS evaluates real-world housing market feasibility to ensure policy goals match economic realities.

INFORMED LAND USE STRATEGIES

Our team translates these hard utility and circulation thresholds into realistic, implementable land use alternatives and urban design frameworks for the Downtown and South Centre City Specific Plans. Growth is directed precisely where utility capacity exists or where capital investments yield the highest public return.

POLICY ALIGNMENT AND CEQA COMPLIANCE

We will interpret these infrastructure-led growth patterns into adoption-ready General Plan Chapters II (Land Use) and III (Mobility & Infrastructure). Alongside our technical team experts, De Novo co-authors a legally defensible Programmatic EIR that tiers directly from Year 1 modeling data.



DELIVERING ON AN ACCELERATED SCHEDULE

Executing a full-scope, multi-plan program within a strict 22-month horizon requires a fast-track management mindset.

Our team is built for fast schedules. As an independent, senior-managed prime consultant, we operate without corporate bureaucracy or administrative hand-offs. Our Principals own the company and personally drive the project every day.

Accelerated schedules face predictable hurdles. Our team mitigates these risks upfront using a variety of intentional strategies, including:

- » De Novo establishes consolidated inter-departmental review windows and holds bi-monthly cross-discipline alignment sessions to resolve utility, traffic, and land use policy questions concurrently rather than sequentially.
- » We perform a rapid GIS and document audit during Task 1, unifying baseline layers within the first 30 days so modeling teams work from a single, verified dataset.
- » We secure formal concurrence at clear decision gates (Vision Statement, Infrastructure Capacities, Preferred Land Use Alternative) before initiating detailed document or EIR drafting.

While our team is fully equipped to execute this aggressive schedule, our 20 years of General Plan experience tells us that sub-two-year timelines carry inherent risks—often driven by factors outside City control, such as staff turnover or new legislation. To protect public trust and ensure community ideas are thoughtfully processed, we respectfully offer that extending the schedule to 28 months provides valuable “breathing room” for maximum project success.

SHARED COMMITMENTS FOR PROJECT SUCCESS

De Novo stands firmly by our proposed schedule and budget, but maintaining total momentum requires a true, active partnership with the City. Achieving adoption by July 2028 relies on mutual commitment:

- » Accelerated Staff Reviews: City staff must commit to expedited review turnarounds (typically 10 to 14 business days) for draft deliverables.
- » Prompt Data Access: Immediate provision of utility records, GIS layers, and staff contact channels upon Notice to Proceed.
- » Decisive Milestone Approvals: Timely agendizing and decisive direction at key project milestones keep downstream deliverables on track without pause.

We stand by our \$2.25 million cost proposal as a complete, fixed-fee commitment for the requested scope of work. To protect the City's budget, we deploy real-time task tracking to prevent scope creep. Should the schedule be significantly extended due to external delays outside the team's control, or should the City explicitly request tasks beyond the established RFP scope, De Novo will flag these items immediately and negotiate any necessary change orders transparently before additional work is performed.

PROJECT EXECUTION & MANAGEMENT STRATEGY

De Novo Planning Group serves as the single point of accountability for the City of Escondido, removing administrative burdens from City staff while keeping the multi-firm team aligned. Project Manager Amanda Tropiano and Assistant Project Manager Erik Anderson have both completed formal PSMJ Project Management Training—the industry standard in professional design firm delivery.

Applying PSMJ principles, our project execution strategy focuses on these core pillars:

Earned Value Management: We track task completion against budget burn rates in real time, identifying potential scope variances or schedule bottlenecks weeks before they impact delivery.

Cross-Discipline Alignment: We maintain strict communication protocols, shared data baselines, and weekly PM coordination meetings across all eight subconsultants to ensure technical modeling directly informs policy drafting.

Rigorous QA/QC Protocols: Every deliverable undergoes independent technical and editorial review prior to City submittal, ensuring that all data, maps, policies, and environmental analyses are seamless, internally consistent, and legally defensible.



3. PROJECT UNDERSTANDING & VISION

The City of Escondido is at a defining juncture in its 138-year history. As one of North County San Diego's foundational communities, Escondido's identity is deeply rooted in its agricultural heritage, historic downtown core along Grand Avenue, classic events, and landmark civic assets like Grape Day Park and Daley Ranch. Today, Escondido is a mature, well-served, and largely built-out city. The question before the community is not whether it will grow, but how future growth can be intentionally guided to reinforce city character, strengthen fiscal sustainability, and improve the daily lived environment for current and future residents.

Because Escondido is mostly built out, future physical change will occur primarily through targeted infill, corridor revitalization, and mixed-use reinvestment concentrated heavily within the city's urban core: the Downtown Specific Plan and South Centre City Specific Plan areas. Navigating this evolution presents complex, interrelated local challenges.

Preserving Local Character While Meeting Housing

Needs: Fulfilling state-mandated housing objectives and local housing feasibility requires thoughtful infill while protecting established residential neighborhoods and historic assets.

Balancing Corridor Functions: Re-examining heavily traveled corridors like Centre City Parkway to improve multimodal circulation, access, and street function while integrating drive-through uses, commercial vitality, and freight movement.

Downtown Vitality and Parking Management:

Supporting mixed-use development and ground-floor retail along Grand Avenue while addressing public concerns around parking availability, turnover, and utilization.



Aging Infrastructure Networks: Managing utility systems where older distribution lines—including water mains 60 to 70 years old—require strategic looping, pressure management, fire-flow upgrades, and capacity assessments.

Wastewater Conveyance, Reuse, and Outfall

Constraints: Accommodating increased infill flows while addressing collection capacity, wet-weather inflow and infiltration (I/I), HARRF treatment limits, and outfall capacity through recycled water, potable reuse, and targeted CIP planning.

Modernizing Drainage and Stormwater Regulations:

Modernizing a 1995 drainage framework to address changed hydrology, clarify asset ownership/maintenance gaps across 175 miles of infrastructure, and align land use with regional stormwater capture and Water Board compliance.

Expanding Parks, Trails, and Mobility Access:

Closing sidewalk gaps, strengthening north-south bike connections (such as Escondido Boulevard), improving access to the Escondido Creek Trail, evaluating microtransit circulators, and addressing park service gaps through 15-minute walkability thresholds.

To successfully resolve these dynamics, Escondido 2040 must be grounded in a straightforward, non-negotiable principle: Infrastructure Leading Land Use.

WHY INTEGRATED INFRASTRUCTURE AND LAND USE PLANNING IS CRITICAL

Traditional planning evaluates utility, mobility, and environmental capacity only after policy maps are set—creating fiscal and operational risks for built-out cities like Escondido. Our integrated framework treats infrastructure modeling as the primary driver of land use policy. Establishing empirical utility, VMT, and park baselines in Phase 1 allows us to design Phase 2 land use scenarios around real-world capacity thresholds. Growth is directed precisely where infrastructure exists or where strategic capital investments yield the highest public return.



FOUR CORE FOUNDATION ELEMENTS DRIVING PROJECT SUCCESS

To maximize value within the \$2.25 million budget and 22-month schedule, our approach focuses on four operational priorities:

A RECONCILED, PARCEL-LEVEL GIS DATA FOUNDATION

Per Q&A Memo #2, City GIS layers vary in completeness. Reconciling utility networks, parcel boundaries, zoning overlays, and asset inventories during Year 1 establishes a single, verified data baseline for all technical models, Specific Plan options, and CEQA calculations.

REAL-WORLD ECONOMIC AND HOUSING FEASIBILITY

Policy maps alone cannot produce housing. Led by EPS, our Housing Market Feasibility Analysis evaluates land costs, infrastructure burdens, and construction economics—ensuring updated zoning and parking standards in the Downtown and South Centre City Specific Plans are financially viable for private investment.

ACTIONABLE CAPITAL IMPROVEMENT PROGRAMMING (CIP)

Each of our five Master Plans (Water, Wastewater, Stormwater, Transportation, and Parks) will establish prioritized 5-, 10-, and 20-year CIPs with project descriptions, cost estimates, triggers, and funding tools (grants, impact fees, EIFDs) to align annual budgeting with long-term growth.

TRANSPARENT, ACCESSIBLE, AND CONTINUOUS DIGITAL ENGAGEMENT

De Novo's outreach strategy translates complex engineering models into plain-language choices. Using digital tools linked to the City's website and Your Escondido portal, residents can track progress and provide input—ensuring engagement directly informs technical decision-making.

As a Principal-led extension of Development Services staff, De Novo brings the local expertise, technical discipline, and management structure needed to deliver an adoption-ready Escondido 2040 program.

4. TECHNICAL APPROACH & WORK PROGRAM

PROJECT APPROACH

Our approach to Escondido 2040: Infrastructure Leading Land Use pairs proven long-range planning expertise across Southern California with deep local infrastructure knowledge. De Novo Planning Group is joined by our hand-selected team of long-standing technical partners, who bring a shared working rhythm, established standards, and zero learning curve.

Our technical execution relies on five core principles:

1. THE BOUTIQUE ADVANTAGE & NORTH COUNTY PROXIMITY

De Novo's senior Principals personally lead every task and author every major deliverable, guaranteeing dedicated executive oversight. We bring proven, on-the-ground North County track record—demonstrated by our work on neighboring San Marcos's Housing, Safety, and Environmental Justice Elements and General Plan Update. With Assistant PM Erik Anderson living just 20 minutes from Escondido City Hall, our team offers unmatched local responsiveness, immediate momentum, and fast-track 22-month execution within budget.

2. INFRASTRUCTURE-LED LAND USE SCENARIOS

Land use updates cannot occur in a vacuum. We establish a technical framework where utility capacity, traffic thresholds, and drainage limitations dictate growth options. By evaluating baseline capacities across five parallel Master Plan updates (Water, Wastewater, Stormwater, Transportation, Parks), we test growth scenarios in real-time against hydraulic and travel demand models—ensuring General Plan and Specific Plan updates are fully grounded in physical reality and backed by prioritized CIPs.

3. AUTHENTIC, TRANSPARENT, & BILINGUAL COMMUNITY DIALOGUE

With over 50% of Escondido's population speaking Spanish at home, all outreach materials, surveys, and workshops will be fully bilingual. Managed in collaboration with City Staff, our engagement bridges long-range policy with daily community needs. We combine a citywide USPS EDDM mailer (~50,000 addresses) and interactive workshops with targeted pop-ups at local events (e.g., Grape Day Park), student/youth focus groups (Palomar College, EUHSD), and digital integration via the City's Your Escondido portal.

4. BUILT-IN "SELF-MITIGATING" CEQA STREAMLINING

We evaluate environmental constraints concurrently with policy drafting. Spotting environmental sensitivities early allows General Plan policies and Specific Plan standards to double as built-in mitigation. This produces a "self-mitigating" Program EIR under CEQA Guidelines Section 15168 that resolves policy conflicts upfront, protects project budgets, and establishes a robust tiering framework to accelerate future capital works and private infill approvals.

5. REAL-WORLD FEASIBILITY & LEGAL ALIGNMENT

Backed by EPS's development economics prototyping, we ensure land use designations and objective design standards in the Downtown and South Centre City Specific Plans are financially viable for private investment. Concurrently, De Novo ensures 100% compliance with LCI Guidelines, wildfire safety mandates (WUI), Assembly Bill 98 truck routing, and state housing laws—leveraging our 100% HCD certification track record to align seamlessly with the City's parallel housing processes.

WORK PLAN

PHASE 1: PROJECT MANAGEMENT, KICKOFF & BASELINE DATA COMPILATION

Phase 1 establishes the administrative backbone, baseline communication protocols, and preliminary technical data collection across all team disciplines and City departments. Our team acts as the single point of accountability for the City of Escondido, ensuring strict adherence to the fast-track 22-month schedule and \$2.25M project budget.

Task 1.1: Project Kickoff Meeting, City Tour & Data Protocols

Within two weeks of Notice to Proceed (NTP), our team leads will meet in-person with City staff to finalize the master critical-path schedule, review project milestones, and confirm data needs and sharing protocols. Following the meeting, our team and City staff will conduct a field tour of Escondido, focusing on the Downtown Specific Plan (DSP) area, South Centre City Specific Plan (SCCSP) corridor, HARRF/water treatment facilities, storm drain deficiency hot-spots, park equity focus areas, and sphere boundary transitions.

Concurrently, our team will issue consolidated baseline data requests to City staff for existing GIS layers, utility models, historical records, CCTV files, and prior planning studies. Our team will also submit formal requests for a California Historical Resources Information System (CHRIS) records search from the South Coastal Information Center (SCIC) and a Native American Heritage Commission (NAHC) Sacred Lands File search.

Task 1.2: Continuous Project Administration & Team Coordination

Our project management team will maintain continuous, hands-on management, conducting bi-monthly virtual check-ins with City staff and bi-monthly internal team coordination meetings. Our team will establish and maintain a centralized, secure project workspace to host spatial data, draft text, review logs, and progress tracking maps.

Monthly progress reports will be compiled detailing percent completion by task, budget tracking, milestone achievements, and upcoming review windows.

Phase 1 Deliverables

- » Master Project Schedule, Kickoff Meeting Agenda & Summary Notes.
- » Comprehensive Consolidated Baseline Data Request List.
- » Secure Cloud Workspace Setup & Maintenance.
- » Monthly Progress Reports & Itemized Invoices.

PHASE 2: COMMUNITY ENGAGEMENT

Executed with IAP2-certified discipline, Phase 2 implements a targeted, high-impact outreach program that connects long-range infrastructure capacities to daily community choices without creating schedule delays. City staff serve as central operational partners, leveraging municipal communication channels to maintain strict budget stewardship.

Task 2.1: Community Engagement Plan (CEP) & Branding Toolkit

Our team will author a streamlined CEP defining outreach objectives, engagement channels, language protocols, and quantitative performance tracking metrics. To establish project recognition, our team will create a cohesive "Escondido 2040" branding kit—including a logo, tagline, color palette, and translated template suite (fliers, slides, displays). A core messaging matrix will be developed to explain "Infrastructure Leading Land Use" and municipal constraints in approachable language.

Task 2.2: Digital Engagement, Surveys & Citywide EDDM Direct Mailer

Our team will design and launch a project website with a portal integrated with the City's website and Your Escondido, hosting drafts, event schedules, and video content. A brief 2–3 minute bilingual video will be produced to explain project objectives and engagement opportunities. Our team will host and analyze two citywide bilingual online surveys: (1) Visioning, Infrastructure & Community Priorities, and (2) Land Use Alternatives & Specific Plan Choices. To guarantee 100% household reach, our team will design, print, and distribute a two-sided, bilingual postcard mailer via USPS Every Door Direct Mail (EDDM) to approximately 50,000 residential and business addresses citywide.

Task 2.3: In-Person Workshops, Pop-Ups & Committee Facilitation

Our team will plan, staff, and facilitate three major citywide workshops with simultaneous Spanish interpretation (provided by City staff): (1) Visioning & Infrastructure Capacity, (2) Land Use & Specific Plan Alternatives, and (3) Draft Plan Review. Our team will prepare material for staff to use at interactive pop-up stations at two high-traffic community events or facilities (e.g., Grape Day Park, Senior Center) using visual display boards and survey cards.

City Staff are expected to conduct up to ten targeted stakeholder interview sessions with key community leaders, business representatives, housing advocates, and youth/educational partners (Palomar College, EUHSD) and provide notes to the consultant team. Additionally, our team will prepare slide decks, facilitation guides, and lead up to six meetings with the General Plan Advisory Committee (GPAC) or Internal Technical Working Group, incorporating specialized team leads as topics required. The City is expected to manage the GPAC appointment process, and De Novo will provide insight and direction on composition. De Novo will also host three meetings/briefings with special community groups to discuss the project and gather input.

Phase 2 Deliverables:

- » Draft and Final Community Engagement Plan (CEP) & Branding Toolkit.
- » Live Project Web Portal Architecture & Bilingual 2–3 Minute Overview Video.
- » Designed, Printed, and Distributed Citywide EDDM Postcard Mailer (~50,000 addresses).
- » Two (2) Bilingual Online Surveys and Comprehensive Summary Reports.
- » Meeting Materials, Displays, Translation, and Summary Reports for 3 Citywide Workshops, 2 Pop-Ups, 10 Stakeholder Interviews, and 6 GPAC Meetings.
- » Three special group meetings such as with youth, seniors, persons with disabilities, or other groups that can provide special insight into the community.

PHASE 3: BASELINE ASSESSMENTS & MASTER PLAN UPDATES

Phase 3 builds the data-driven infrastructure, environmental, and market foundation of Escondido 2040. Technical specialists across our team execute their respective baseline evaluations and Master Plan updates concurrently, directly informing the “Infrastructure Leading Land Use” framework. For the purposes of this proposal, we summarized the master plan scopes of work below. However, more robust scopes of work can be provided immediately upon request should that information be helpful as part of the City’s proposal review.

Task 3.1: Water Master Plan Update

Our team will review the 2012 Water Master Plan, 2025 UWMP, CIP, and Climatec InfoWater model documentation to establish planning criteria and conduct a data gap assessment. Existing and future water demands will be developed for up to three General Plan growth scenarios using land use projections provided by our land use team, reconciled with 2025 UWMP and SANDAG Series 15 data. Our team will evaluate the water supply portfolio (SDCWA, SLR Indian Water Authority, surface, recycled), raw water storage and conveyance (Lake Henshaw, Lake Wohlford, dams, DSOD restrictions), and source water quality/treatment constraints at the Escondido/Vista WTP.

Using the updated InfoWater model, our team will evaluate the distribution system under average day, max day, peak hour, and fire flow conditions across three future scenarios to identify capacity deficiencies. Our team will evaluate water service extension feasibility to Sphere of Influence (SOI) areas, perform a planning-level asset renewal assessment, and establish a prioritized 5-, 10-, and 20-year Water CIP with cost estimates and implementation triggers in a Draft and Final Water Master Plan report.

Task 3.2: Wastewater Master Plan Update

Our team will review the 2012 Wastewater Master Plan, SSMP, HARRF/outfall data, and backbone sewer model, and execute up to 8 weeks of temporary flow monitoring at up to 20 sites. Dry-weather flow factors and wet-weather peaking assumptions will be updated to calibrate the backbone hydraulic model. The model will evaluate backbone conveyance capacity, surcharging, lift station/force main firm capacities, and HARRF treatment/disposal constraints across existing conditions and up to three future General Plan scenarios.

Our team will assess the Escondido Land Outfall and San Elijo Ocean Outfall capacities, evaluate sewer extension feasibility to SOI areas, and establish a high-level collection system asset renewal framework. Findings will be synthesized into a prioritized 5-, 10-, and 20-year Wastewater CIP with cost estimates in a Draft and Final Wastewater Master Plan report.

Task 3.3: Stormwater & Drainage Master Plan Update

Our team will review record drainage reports, interview City maintenance staff regarding historical flooding, conduct field reviews of surface facilities, and review up to 80 hours of City-provided CCTV inspection video/captures to identify pipe repair and replacement projects. Drainage basins and flow paths will be delineated in GIS for pipes ≥ 18 -inch diameter and inlets ≥ 1 sq ft.

Our team will build an AES computer model network and perform 10-year and 100-year Rational Method hydrologic analyses under existing and built-out conditions using City criteria. System deficiencies will be identified, and itemized unit cost estimates will be generated for proposed capital projects. NPDES permit compliance will be reviewed to summarize receiving water impacts and identify structural BMP/detention facility opportunities. All findings will be compiled into a Draft and Final Stormwater and Drainage Master Plan report with color graphics and summary worksheets.

Task 3.4: Transportation Master Plan

Our team will prepare a Transportation Master Plan (TMP) that establishes near- and long-term transportation investments to support safety, mobility choice, economic vitality, and alignment between transportation infrastructure, future land use, and community development objectives. Leveraging five years of prior City transportation planning—including CATS, the Transportation Needs Assessment, VMT Guidelines, and Mobility Element analyses—the TMP will translate past work into an actionable capital project list. Our team will update the CATS webmap repository with current collision, transit, and truck route data, supplemented by \$15,000 in new data collection (\$10,000 for turning counts at up to 20 intersections; \$5,000 for big-data origin-destination analysis across up to 5 zones). Using the SANDAG Activity Based Model 3 (ABM 3), our team will forecast travel demand across three scenarios: 2022 Base Year, 2050 No Project baseline, and a custom 2050 With Project run incorporating updated General Plan and Specific Plan land uses.

Building on existing plans, our team will review background deficiencies, assess Zoning Code Article 39 parking standards, evaluate transit first/last-mile options (including microtransit), and apply LOS/VMT guidance. We will provide oversight as City staff drafts mobility goals, policies, and trade-off evaluation frameworks. Our team will address curb management, goods movement (pursuant to AB 98), and expand the CATS data-driven prioritization process based on equity, safety, land use, and public input. Furthermore, the TMP will re-examine and prioritize key future projects—including the Lincoln Parkway extension, Bear Valley Parkway widening (4 lanes), Citracado Parkway extension, and Broadway northern extension. We will evaluate signal/roundabout needs via LOS analysis at up to 20 unsignalized Collector intersections, analyze roadway build-out constraints (right-of-way, land use), and summarize emerging mobility technologies.

Task 3.5: Downtown Focused Parking Study

Our team will perform a comprehensive assessment of downtown parking conditions within the core area generally bounded by Valley Parkway, Centre City Parkway, Ivy Street / 2nd Avenue / Valley, and 3rd Avenue. Operating under the Option B baseline framework, our team will execute traditional physical parking data collection across two full 12-hour days (one weekday and one weekend day) using hourly counts to evaluate public and private parking supply, utilization patterns, turnover rates, location-specific demand, and peak-period occupancy. Field data will be evaluated to produce a detailed series of spatial GIS maps depicting parking inventory, time-of-day demand, and parking “heat maps” that pinpoint localized surplus and constraint areas. Our team will perform a targeted review of Article 39 parking requirements and benchmark parking regulations, pricing, and management strategies against up to two peer agencies with similar downtown conditions. Findings will be synthesized into a structured menu of parking demand management strategies—including wayfinding, time-limit adjustments, pricing strategies, shared parking/partnership opportunities, and an overview of alternative technology-based tools (such as real-time parking apps and smart sensors)—summarized in a technical memorandum to guide City staff in finalizing the downtown parking management plan.

To remain responsive to the City’s budget and desired level of analysis, Fehr & Peers has developed alternative options for this task if desired, which involve less work and a lower cost. This information can be provided upon request.

Task 3.6: Parks, Trails, and Open Space Master Plan Update

Our team will review the 1999 Master Plan and regional plans, interpret demographic data against NRPA benchmarks, compile a GIS inventory, and conduct visual field reviews of all City parks, facilities, restrooms, playgrounds, irrigation, and deferred maintenance. A 15-minute walkability GIS gap analysis will be performed alongside park utilization analysis using Unacast mobile location data.

Our team will map the trail network, document conditions, identify gaps, and perform a habitat/wildlife connectivity overlay analysis to pinpoint rewilding, shade, and climate resilience opportunities. Findings will be synthesized into a systemwide Needs Assessment, recommendations for park enhancements and trail loops, a prioritized 5-, 10, and 20-year Parks CIP with cost ranges, an O&M review, and funding strategies within an Administrative Draft, Draft, and Final Parks, Trails, and Open Space Master Plan report.

Task 3.7: Socioeconomic Profile & Housing Market Feasibility Study

Our team will analyze real estate market factors (historical trends, rents, absorption, growth) across retail, office, industrial, residential, and hospitality sectors, review City tax revenue resilience, and summarize findings in a PPT presentation supporting General Plan Chapter II. Concurrently, our team will update the City’s 2012 Residential Sector Feasibility Study, evaluating RHNA progress, economic feasibility factors, and key Housing Element/City-identified redevelopment sites to formulate housing recommendations across affordability levels.

Task 3.8: Cultural Resources Baseline & Existing Conditions

Our team will conduct background archival research and integrate the CHRIS and NAHC search results to author a Cultural Resources Existing Conditions Report summarizing archaeological, historic, and tribal settings.

Task 3.9: Opportunities and Constraints Summary

Our team will synthesize all technical baseline findings into a concise Opportunities and Constraints Summary Report, which is expected to include a combination of narrative, graphics, and maps. This task will be used to directly inform preparation of the land use alternatives.

Phase 3 Deliverables:

- » Draft and Final Water Master Plan Report.
- » Draft and Final Wastewater Master Plan Report.
- » Draft and Final Stormwater & Drainage Master Plan Report.
- » Draft and Final Transportation Master Plan Report
- » Downtown Focused Parking Study PowerPoint Technical Memorandum & Heat Maps
- » Draft and Final Parks, Trails, and Open Space Master Plan Report.
- » Socioeconomic Market Profile Presentation Deck & Housing Market Feasibility Study Tech Memo.
- » Cultural Resources Existing Conditions Report.
- » Opportunities and Constraints Summary.

PHASE 4: GENERAL PLAN & SPECIFIC PLAN UPDATES

Phase 4 translates community vision and Master Plan infrastructure capacities into updated General Plan policy elements and parcel-level Specific Plan development standards. Environmental mitigation is integrated directly into policy text to produce a “self-mitigating” plan.

Task 4.1: Community Vision Report & Land Use Alternatives

Our team will compile Phase 2 outreach outcomes into a graphic Vision Report. Based on public input and technical baseline data, our team will craft up to three distinct land use mapping scenarios testing varying land use intensities, infill locations, and Specific Plan boundary refinements against Master Plan utility and transportation capacities. To support alternatives evaluation, our team will generate 3D visual simulations, site massing prototypes, and streetscape design concepts for key opportunity sites within the Downtown and South Centre City areas.

Our team will facilitate public, Planning Commission, and City Council study sessions to select a hybrid Preferred Land Use Plan, establishing the formal Project Description for CEQA.

Task 4.2: General Plan Element Updates (Chapters II & III)

Our team will draft streamlined, highly graphic General Plan Elements in full compliance with LCI Guidelines and state law:

Chapter II: Land Use and Community Form:

Establishes updated land use designations, community design principles, housing capacity integration, and economic resilience policies supported by market feasibility findings.

Chapter III: Mobility and Infrastructure:

Drafts mobility goals, context-sensitive roadway classifications, cross-sections distinguishing “people-focused streets,” complete streets policies, VMT reduction strategies, and goods movement/truck route updates (AB 98). Drafts infrastructure policy frameworks for water supply, wastewater conveyance, stormwater management, flood control, solid waste, energy, and digital infrastructure based on Master Plan findings.

Safety, Conservation, Open Space, & EJ Policy

Integration: Reviews and incorporates policy updates addressing climate adaptation, wildfire hazards (WUI), environmental justice focus areas, open space preservation, and cultural resource protection. Our team directly leverages our recent North County success in San Marcos—where we successfully authored their 6th Cycle Housing Element, updated Safety Element (SB 379/1241 compliance), and Environmental Justice Element—ensuring Escondido’s policy updates are technically sound, legally defensible, and tailored to North County conditions.

Task 4.3: Specific Plan Updates (DSP & SCCSP)

Based on RFP objectives, Q&A clarifications, and citywide infrastructure thresholds, our team will execute comprehensive, parcel-level updates to both the Downtown Specific Plan (DSP) and the South Centre City Specific Plan (SCCSP):

Downtown Specific Plan (DSP) Update: Our team will modernize the DSP to transform downtown Escondido into a more vibrant, walkable, and economically resilient urban core. Key updates include: (1) Reconciling zoning boundaries and density allowances with 6th Cycle Housing Element commitments and RHNA candidate sites; (2) Establishing enforceable Objective Design Standards for mixed-use and multifamily infill to ensure architectural compatibility and streamline ministerial review; (3) Incorporating findings from the Downtown Parking Study to update Article 39 parking standards, shared parking provisions, unbundled parking rules, and active transportation connections; (4) Updating streetscape activation policies, ground-floor retail requirements, outdoor dining standards, and historic district compatibility guidelines; and (5) Aligning utility expansion triggers with Water, Wastewater, and Stormwater Master Plan CIP priorities.

South Centre City Specific Plan (SCCSP) Update:

Our team will overhaul the SCCSP to guide the evolution of this heavy commercial arterial corridor into an attractive, multimodal mixed-use gateway. Key updates include: (1) Establishing flexible mixed-use and residential overlay zones that incentivize the transition of underutilized, auto-oriented commercial parcels into housing and community-serving retail; (2) Creating streetscape, setback, and landscape buffer standards along Centre City

Parkway and South Escondido Boulevard to improve pedestrian safety, urban canopy, and visual quality; (3) Integrating complete streets cross-sections, drive-through design standards, curb-management rules, and access-control policies along high-volume travel corridors; (4) Addressing environmental justice priorities in adjacent equity focus areas through enhanced park access, urban heat mitigation, and pedestrian safety connections; and (5) Aligning infrastructure capacity thresholds with drainage and utility CIP sequencing.

Phase 4 Deliverables:

- » Community Vision Report (English & Spanish).
- » Land Use Alternatives Report with 3D Visual Renderings.
- » Preferred Land Use Map & Finalized Buildout Data Package.
- » Administrative, Screencheck, and Public Review Drafts of Updated General Plan Chapters II & III.
- » Administrative, Screencheck, and Public Review Drafts of Updated Downtown Specific Plan and South Centre City Specific Plan.

PHASE 5: CEQA COMPLIANCE (PROGRAM EIR)

Phase 5 executes a complete, legally defensible environmental review process pursuant to CEQA Guidelines Section 15168. The Programmatic EIR (PEIR) evaluates the combined buildout of the updated General Plan, two Specific Plans, and five Master Plans, creating a “tiering structure” that streamlines future public works and private infill projects.

Task 5.1: Scoping, NOP & AB 52 / SB 18 Tribal Consultation Assistance

Our team will draft and distribute the Notice of Preparation (NOP) to the State Clearinghouse (CEQA Submit) and San Diego County Clerk, and facilitate one public CEQA Scoping Meeting. Concurrently, our team will assist the City with government-to-government tribal consultation under AB 52 and SB 18. Services include requesting NAHC contact lists, drafting certified notification letters on City letterhead, maintaining consultation tracking logs, and attending up to three 1-hour consultation meetings with City staff and tribal representatives.

Task 5.2: Program EIR Preparation

Our team will execute CalEEMod modeling for Air Quality/GHG emissions, energy consumption analysis, traffic noise contour modeling, and VMT impact analysis. Our team will author the Administrative Draft PEIR covering all 20 CEQA environmental topics, leveraging the “self-mitigating” policies embedded in the General Plan and Specific Plans.

Following City review, our team will publish the Public Review Draft PEIR, file the Notice of Availability (NOA) with the County Clerk and State Clearinghouse, and manage the mandatory 45-day public review period. Upon conclusion of public review, our team will prepare formal Responses to Comments, Errata, Mitigation Monitoring and Reporting Program (MMRP), CEQA Findings of Fact, and a Statement of Overriding Considerations (if necessary).

Phase 5 Deliverables:

- » Draft, Revised, and Final Notice of Preparation (NOP) & Scoping Meeting Summary.
- » Certified Mail Tribal Consultation Letters & Consultation Tracking Logs.
- » Cultural Resources Technical Report for PEIR.
- » Administrative Draft PEIR with Technical Appendices.
- » Public Review Draft PEIR, NOA, NOC, and State Clearinghouse Filings.
- » Final PEIR, Response to Comments, MMRP, Findings of Fact, and Statement of Overriding Considerations.

PHASE 6: PUBLIC HEARINGS & ADOPTION

Phase 6 guides the finalized Escondido 2040 planning suite through formal municipal review, securing adoption from the Planning Commission and City Council prior to July 1, 2028.

Task 6.1: Advisory Body Briefings & Study Sessions

Our team will present progress updates, community input summaries, and draft documents at up to four strategic study sessions with the Planning Commission, City Council, or standing advisory bodies. Technical specialists on our team will attend focused study sessions for the Parks Master Plan and utility master plans as requested.

Task 6.2: Formal Public Adoption Hearings

Our team will present expert testimony and policy overviews at up to two formal Planning Commission hearings to secure recommendations for approval. Our team will subsequently present at up to two formal City Council hearings to secure Final PEIR certification and full adoption of the General Plan updates, Specific Plan updates, and Master Plans.

Task 6.3: Master Plan Capital Improvement & Funding Roadmaps

Building off the growth projections and infrastructure needs identified in the updated Master Plans (Water, Wastewater, Stormwater, Transportation, Parks), our team will establish a comprehensive funding roadmap. Our team will evaluate funding mechanisms—including Development Impact Fee (DIF) updates, Enhanced Infrastructure Financing Districts (EIFDs), utility rate structures, and state/federal grant opportunities—summarized in a single, unified Technical Memorandum to guide long-term CIP execution.

Task 6.4: Final Document Publishing & Notice of Determination (NOD)

Our team will compile and deliver final, searchable electronic PDF files and bound hardcopies of all adopted General Plan elements, Specific Plans, Master Plans, and PEIR documents. Within five business days of adoption, our team will file the Notice of Determination (NOD) with the San Diego County Clerk and State Clearinghouse.

Phase 6 Deliverables:

- » Facilitation, Presentation Decks, and Graphics for up to 4 Study Sessions / Briefings.
- » Expert Representation and Facilitation at 4 Formal Public Adoption Hearings (Planning Commission and City Council).
- » Unified Master Plan Funding Strategy Technical Memorandum.
- » Final Adopted Plan Documents (General Plan, Specific Plans, 5 Master Plans, PEIR) in Digital and Bound Formats.
- » Filed Notice of Determination (NOD) and Fee Receipts.

5. ENVIRONMENTAL REVIEW STRATEGY

CEQA COMPLIANCE PATHWAY: PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT (PEIR)

De Novo recommends preparing a Programmatic EIR (PEIR) pursuant to CEQA Guidelines Section 15168. Evaluating a package of comprehensive long-range planning documents that are logical parts in the chain of contemplated actions—such as the updates to the General Plan, five Master Plans, and two Specific Plans—is explicitly authorized under Section 15168 and provides Escondido with distinct legal and practical advantages:

Reduced Legal Vulnerability: A single, cohesive PEIR creates a defensible administrative record and minimizes legal risks alleging a failure to consider cumulative effects.

Tiering & Streamlined Future Review: Once certified, future site-specific public and private projects consistent with the plan can “tier” off the PEIR under CEQA Guidelines Section 15152, drastically cutting environmental review time and costs for subsequent applications.

Robust Cumulative Impact Analysis: Evaluating the entire program in one comprehensive document provides proper consideration of local and regional cumulative impacts—such as transportation, air quality, greenhouse gas emissions, and infrastructure—that standalone project-specific analyses often miss.

Avoidance of Duplicative Review: A coordinated PEIR prevents repetitive reconsideration of fundamental policy and land use decisions across subsequent proceedings.

Cost and Resource Efficiency: Combining related planning efforts into a single document reduces duplicate administrative tasks, public notices, consultant fees, and staff time.

The PEIR will evaluate the full buildout scenario resulting from all proposed General Plan amendments, Master Plans, and Specific Plan updates. Where applicable, targeted supplemental analysis may be incorporated to reflect specific

constraints relevant to a particular Master Plan or Specific Plan component.

Comprehensive Project Description: Defining the “Project” to encompass all policy changes, land use designations, infrastructure improvements, and development potential satisfies CEQA’s requirement to evaluate the whole of an action in a single document.

Unified Baseline & Modeling: The PEIR will establish one consistent baseline. Our team will perform a single, unified set of technical studies (traffic forecasting, air quality/GHG modeling, infrastructure assessments, and noise modeling) based on total growth across all plan components, eliminating contradictory assumptions.

Consolidated Regulatory Framework: The PEIR will establish uniform CEQA significance thresholds and evaluate how all plan components collectively align with local and regional regulatory requirements.

Programmatic Mitigation Measures: De Novo specializes in authoring “self-mitigating” planning documents. By integrating our CEQA team with our policy writers, environmental protection standards are built directly into the General Plan policy framework and Specific Plan development regulations. Potential impacts regarding noise, runoff, cultural resources, or visual quality are mitigated through enforceable plan policies upfront, avoiding excessive reliance on post-EIR mitigation measures.

Feasible Alternatives: The PEIR will evaluate a range of alternatives that attain basic project objectives while avoiding or lessening significant environmental effects. Market feasibility and infrastructure analyses will inform a realistic range of economically viable land use alternatives.

The PEIR will tier from and build upon the analytical foundation of the City’s 2012 General Plan EIR where appropriate. However, because existing baseline conditions have changed, the PEIR will update baseline data across all CEQA impact areas to reflect current utility modeling, updated VMT/LOS methodologies, and current regional growth forecasts.

DIRECT TECHNICAL INTEGRATION

A key strength of our strategy is the direct integration between our technical leads and De Novo's CEQA team:

Growth Assumptions & Air/Noise Modeling:

Population, housing, and employment projections establish the baseline for traffic, air quality, energy, GHG, and noise modeling.

Utilities & Hydrology: Infrastructure modeling from West Coast Civil (Water/Wastewater) and CValdo (Stormwater) determines whether growth exceeds existing system capacities, requires facility expansions, or alters drainage patterns.

Transportation & Mobility: Fehr & Peers' travel demand modeling provides the VMT and traffic data required for transportation and circulation impact analyses.

Market Feasibility: EPS's real-world market insights identify realistic development absorption rates, grounding the buildout scenario in defensible economic data and informing the reasonable range of alternatives.

Cultural & Tribal Resources: South Environmental will conduct CHRIS background research, complete a cultural baseline report, and assist the City with government-to-government AB 52/SB 18 tribal consultations.

CEQA KEY MILESTONES AND REVIEW SCHEDULE

The environmental process will occur primarily during Year 2, carefully aligning legal review checkpoints, public notice timelines, and decision-maker approvals:

CEQA Strategy Memo & Project Description

(Months 10-11): Following selection of a land use direction, De Novo will prepare a CEQA strategy memo and formal Project Description for City review to establish the foundation for environmental analysis.

Notice of Preparation (NOP) & Scoping Meeting

(Months 11-12): Issue the NOP for the mandatory 30-day review period, hold a public CEQA Scoping Meeting, and file the NOP with the State Clearinghouse and County Clerk.

AB 52 / SB 18 Tribal Consultation (Months 11-15):

Initiate certified tribal outreach upon issuance of the NOP, conduct consultation sessions as requested, and integrate results into the policy framework and PEIR.

Administrative Draft PEIR (Months 13-15): Submit internal draft PEIR for City and legal team review, coordinating directly to resolve issues prior to public release.

Public Review Draft PEIR (Months 16-17): Issue the Draft PEIR and Notice of Availability (NOA) for the required 45-day public review period, filing with the State Clearinghouse and County Clerk.

Final EIR & Responses to Comments (Months

19-20): Prepare formal Responses to Comments, Errata, and the Mitigation Monitoring and Reporting Program (MMRP), publishing responses at least 10 days prior to approval hearings.

PEIR Certification & Project Approval (Months

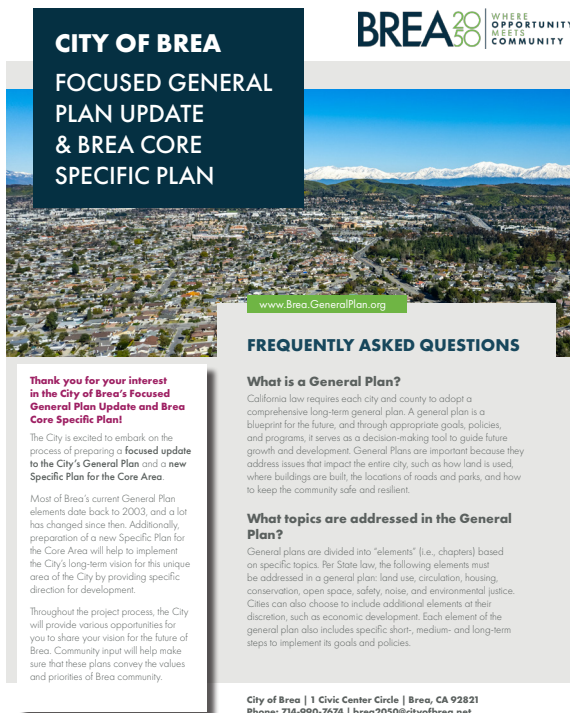
21-22): Present the Final PEIR and Escondido 2040 package to Planning Commission and City Council for certification and adoption, filing the Notice of Determination (NOD) within five days of approval.

6. COMMUNITY ENGAGEMENT APPROACH

AUTHENTIC COMMUNICATION

Building authentic community ownership around Escondido 2040 requires moving beyond routine public meetings to foster a meaningful, transparent dialogue. Escondido is a mature, diverse city with distinct neighborhood identities, environmental justice focus areas, and unique physical geographies. Managed directly by De Novo Planning Group in close partnership with City Staff, our engagement strategy focuses on helping residents, business owners, and local stakeholders understand the trade-offs and choices inherent in an "Infrastructure Leading Land Use" framework—connecting long-range utility capacity, transportation networks, and housing feasibility to the daily lived experience of the community. Our program aspires to the Collaborate level of The Spectrum of Community Engagement to Ownership, ensuring public input directly shapes technical choices, policy frameworks, and investment priorities.

Frequently Asked Questions Flyer



A "DEEP BUT EFFICIENT" ENGAGEMENT FRAMEWORK

Given the project timeline, our engagement strategy is designed to be deep but efficient. We do not waste time or community energy on open-ended, unfocused brainstorming sessions. Instead, every outreach milestone is carefully structured around specific technical decision gates—translating dense engineering models and market data into clear, actionable choices. By aligning public touchpoints directly with the engineering and land use workflow, we gather high-impact, representative input rapidly without creating schedule friction or review delays.

CERTIFIED IAP2 DISCIPLINE AND SENIOR LEADERSHIP

A successful outreach program requires experienced, certified leadership that knows how to translate complex engineering and land use concepts into accessible community choices. De Novo Planning Group directly leads, manages, and executes all community engagement activities. Project Manager Amanda Tropiano brings formal IAP2 Training through the International Association for Public Participation, paired with extensive Southern California long-range planning experience. Amanda directs the overall outreach strategy, aligns engagement milestones with technical deliverables, co-designs interactive workshop exercises, and partners directly with City staff to guide public-facing communications.

100% CITYWIDE HOUSEHOLD REACH

To ensure universal awareness and eliminate barriers to entry, De Novo designs and manages the distribution of a bilingual, postcard-sized direct mailer delivered via the USPS Every Door Direct Mail (EDDM) system to approximately 50,000 residential and commercial addresses citywide. The mailer introduces Escondido 2040, provides direct QR codes to online bilingual surveys, and invites residents to upcoming citywide events.

CENTRAL STAFF PARTNERSHIP & BUDGET STEWARDSHIP

To maintain strict budget expectations and maximize the efficiency of consulting dollars, City Staff will play a central, active role in driving outreach progress. De Novo serves as the strategic architect and facilitator—authoring content, creating bilingual workshop assets, designing digital survey tools, and synthesizing public input.

Simultaneously, City Staff serve as the primary local operational drivers:

- » Driving Local Distribution: Leveraging existing City communication channels, social media platforms, email networks, utility bill inserts, and the Your Escondido portal.
- » On-the-Ground Coordination: Leading venue securing, local logistics, and direct outreach to local community groups, business leaders, and advisory bodies.
- » Direct Community Presence: Co-facilitating public workshops alongside De Novo, reinforcing local municipal accessibility and building long-term trust between residents and City Hall. This collaborative division of labor maximizes public reach, eliminates unnecessary consultant overhead, and keeps the program strictly within the \$2.25 million budget.

Direct Mailer and Corresponding Workshop



REBUILDING TRUST THROUGH TRANSPARENT CONSTRAINTS

In mature communities, historical civic friction or perceived lack of follow-through can create skepticism toward long-range planning initiatives. We approach trust-building through three foundational practices:

- » Honesty About Constraints: We are upfront about what the City can and cannot control, clearly defining technical parameters, legal mandates, fiscal realities, and infrastructure limits early in the process.
- » Shared Presence: De Novo facilitates joint workshops alongside City staff, positioning staff members as receptive listeners and collaborative partners.
- » Visible Responsiveness ("You Said, We Did"): Every engagement phase opens with a visual "You Said, We Did" summary matrix, showing the public exactly how their past feedback altered technical assumptions, land use scenarios, or policy options.

GEOGRAPHIC SUB-AREA CUSTOMIZATION

Escondido's land use patterns, infrastructure needs, and demographic profiles vary significantly across distinct sub-areas:

- » Downtown Core (DSP Area): Focused on parking management, streetscape activation, business retention, and ground-floor retail vitality.
- » South Centre City Corridor (SCCSP Area): Focused on multimodal street safety, drive-through design integration, pedestrian crossings, and corridor reinvestment.
- » Central & East Escondido (EJ & Disadvantaged Neighborhoods): Focused on environmental justice, park access, localized drainage relief, housing stability, and displacement mitigation.
- » Northern & Eastern Peripheral/Sphere Areas: Focused on utility extension feasibility, wildfire resilience, raw water storage (Lakes Wohlford and Henshaw), and neighborhood preservation.

SUCCESS METRICS

To guarantee outreach effectiveness and maintain accountability throughout the two-year planning process, De Novo establishes explicit, measurable targets across key performance categories. We track these metrics in real time and report progress to City staff alongside monthly status reports.

Category	Specific Target & Metric
Direct Mail & Citywide Reach	100% EDDM reach (~50,000 residential/business addresses) 15,000+ unique web visits 1,000+ overview video views
Bilingual Online Surveys	1,000–1,200 completed responses (Survey 1: Visioning & Constraints) 500–700 completed responses (Survey 2: Land Use Alternatives)
In-Person Workshops & Events	150+ total attendees across 3 Citywide Workshops (50+/session) 300+ direct interactions across pop-up events
Targeted & Youth Engagement	40–60 stakeholders engaged across targeted focus groups & youth sessions (Palomar College / EUHSD) 80%+ attendance across standing Advisory Committee meetings
Equity & Demographic Balance	Spatial balance across all City Council Districts Demographic alignment monitoring (renters, low-income, youth, seniors) 100% Spanish translation and ADA compliance (WCAG 2.1 AA)

Before and After Land Use Simulations



Existing Conditions Profile Report



7. PROJECT MANAGEMENT APPROACH



SERVICE AREAS

Community Planning

General Plans, Specific Plans, Development/Zoning Code Updates, Visioning Plans, Public Facilitation, and Grant Administration

Environmental Studies

Program Environmental Impact Reports (EIRs), Mitigation Monitoring, Climate Action Plans, Noise Studies, Air Quality/GHG modeling, and Permitting

Urban Design

Land Use Plans, Site Planning, Master Plan Renderings, and Objective Design Standards (ODS)

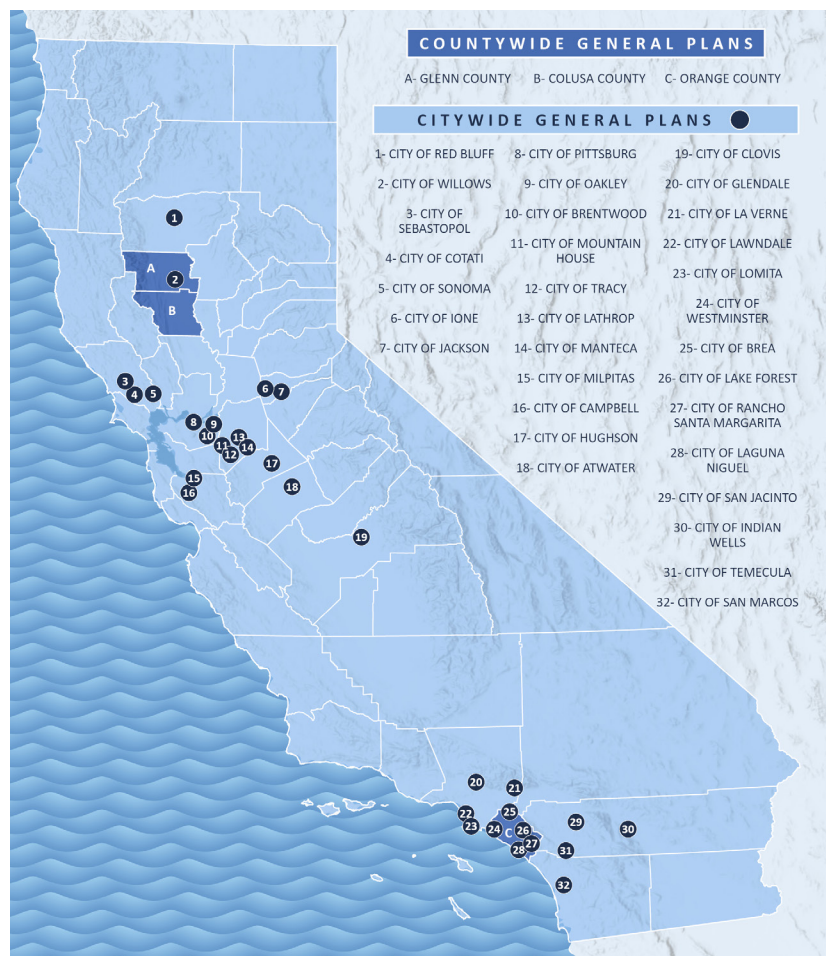
AN EXPERIENCED PROJECT TEAM

De Novo has worked with urban cities, densely populated places, multilingual communities, geographically large agencies (cities and counties), cities with small populations, destination/resort communities, agricultural cities, and everything in between. Below is a map of De Novo's comprehensive General Plan Update experience. Additional references and project details can be provided upon request.

PRIME CONSULTANT

De Novo Planning Group, Inc. is an integrated land use and environmental planning firm specializing in comprehensive community planning, environmental studies, urban design, and local development services. Founded in 2008 in the greater Sacramento area, De Novo opened its Orange County office in Tustin in 2017 to provide dedicated, localized services to our Southern California municipal clients. De Novo is organized as a California S-Corporation and maintains a stable team of 25 full-time staff split evenly between our two offices.

Our firm's principal-level staff have successfully completed over 400 long-range municipal projects throughout California. Comprehensive, General Plan Updates and associated California Environmental Quality Act (CEQA) documentation are De Novo's absolute "bread and butter"—our firm's identity and practice were built on successfully delivering these exact types of high-stakes, unified assignments.



OUR PROJECT MANAGEMENT PHILOSOPHY

De Novo Planning Group views project management not as a background administrative function, but as a proactive, central discipline essential to delivering complex, multi-plan programs on time and within budget. Managing a \$2.25 million planning program encompassing five Master Plans, General Plan updates (Chapters II & III), two Specific Plan updates, key technical studies, a Program EIR, and an inclusive public engagement strategy over a tight 22-month horizon requires disciplined leadership, clear protocols, and active cross-discipline coordination.

De Novo acts as the single point of contact and total accountability for the City of Escondido. We remove management friction and administrative burdens from City staff while maintaining clear alignment, budget discipline, and continuous momentum across all subconsultant team members.

If there's one thing we want you to know about our management approach, it's that we are available.

We know that there are other firms that do what we do. Having worked at larger firms, De Novo's principals know that we offer a fundamentally different way of managing a project. We answer our phones ourselves (no receptionists or switchboards!), we respond to emails immediately, we show up to every meeting, workshop, briefing, study session, and hearing. We are deeply invested in the project and committed to our clients. This is especially important for projects on accelerated timelines and fixed budgets.

MANAGING BUDGET, SCHEDULE, AND EXPECTATIONS WITH MILESTONE-DRIVEN PRECISION

Achieving final adoption by July 1, 2028, requires a fast-track management mindset where every technical workstream, review window, and public touchpoint moves forward with clarity and purpose:

Milestone-Driven Schedule Integrity: Every technical task, agency review window, and public engagement checkpoint is mapped on a critical-path master schedule. De Novo proactively monitors task dependencies weekly to ensure long-lead items—such as hydraulic modeling, travel demand forecasts, and CCTV reviews—stay fully on track, maintaining a smooth, continuous workflow into downstream General Plan, Specific Plan, and CEQA drafting.

Proactive Budget Stewardship & Real-Time

Tracking: De Novo tracks subconsultant budget performance against actual task completion in real time. By reviewing monthly progress alongside deliverable milestones, we ensure every dollar spent yields direct public value, keeping the entire multidisciplinary team comfortably within the \$2.25 million allocation.

Constructive Expectations & Decision-Gate

Alignment: Alignment among City leadership, department heads, appointed commissions, and the community is established early and reinforced continuously. Through clear decision gates and structured study sessions, De Novo secures decision-maker concurrence at key milestones (such as Visioning, Infrastructure Thresholds, and Land Use Alternatives), keeping the project moving forward smoothly without late-stage pivots.

Dual-Principal Co-Management & Seamless

Back-Up: Project delivery is co-managed by Amanda Tropiano (Project Manager and Outreach Lead) and Erik Anderson, AICP (Assistant Project Manager). Both Amanda and Erik maintain shared knowledge across all workstreams. This collaborative management model guarantees that if one manager is in a public hearing or out of the office, the other steps in with complete context, ensuring continuous responsiveness and steady progress for the City.

Mutual Commitments for Fast-Track Delivery:

We stand firmly behind our proposed schedule and budget, but maintaining total momentum relies on an active, collaborative partnership with City staff. Success depends on mutual commitments: expedited staff review turnarounds (typically 10 to 14 business days), prompt access to baseline utility data, and decisive direction at established project decision gates.

SENIOR-LED LEADERSHIP AND HIGH-TOUCH PARTNER STANDARDS

As a specialized planning firm, De Novo centers our business model on direct, Principal-level involvement across every task. Senior leadership remains actively engaged in day-to-day execution, client communication, policy drafting, and deliverable quality—eliminating the multi-layered bureaucracy and administrative hand-offs typical of massive engineering firms.

We extend this exact same high-touch standard to our subconsultant team. We deliberately partner with specialized, Principal-led subconsultant firms whose leadership actively works on and signs off on every deliverable. Every subconsultant on our team shares our commitment to senior-level responsiveness, technical excellence, clear communication, and dedicated client service.

SUBCONSULTANT COORDINATION PROTOCOLS & QA/QC PROGRAM

Managing seven subconsultant firms under a structured, fast-track schedule relies on established communication channels and multi-tier quality controls:

Weekly PM & Bi-Monthly Team Meetings: De Novo conducts bi-monthly progress check-ins with the City Project Manager and all subconsultant leads to review schedule dependencies, resolve technical questions, and track deliverable timelines.

Centralized Data Workspace: All spatial data, draft text, modeling files, meeting minutes, and review logs are hosted within a secure, centralized cloud workspace, ensuring full version control, data reconciliation, and transparency across all team members.

De Novo enforces a strict three-tier QA/QC process prior to submitting deliverables to the City:

Tier 1 (Subconsultant Internal Review): Each subconsultant Principal reviews and signs off on their technical calculations, GIS layers, and draft narrative for technical accuracy.

Tier 2 (Prime Cross-Discipline Review): De Novo's Assistant PM (Erik Anderson) cross-checks subconsultant inputs against parallel workstreams to verify internal policy, demographic, and data consistency.

Tier 3 (Principal Executive Review): De Novo's PM (Amanda Tropiano) conducts a senior editorial and legal defensibility review to ensure all documents are clear, accessible, and fully aligned with City objectives, public engagement feedback, and CEQA requirements.

OUR COMMITMENT TO IMPLEMENTATION

When preparing General Plans, our entire team carefully considers how the Vision, Goals, and Policies therein can be implemented by the local agency post-adoption. Our team brings to the table experience working as City staff which gives us special insight into how General Plans are implemented on a day-to-day basis. Additionally, our team has prepared specific plans, financing strategies, and environmental documents for private projects allowing us to see first-hand how the development industry interprets and responds to General Plan direction. To highlight the success of our approach, three General Plans projects and an example of their implementation are provided below.

LAKE FOREST GENERAL PLAN UPDATE AND EIR

General Plan Considerations

- » Stakeholder engagement
- » Community support
- » Identification of infill opportunities
- » Analysis of market trends
- » Role of technology in planning
- » Target areas for focused City attention and funding
- » Future project streamlining

Implementation

The 2040 Lake Forest General Plan has launched several implementation actions, including a Neighborhood Improvement Study with funding allocated to implementing local neighborhood improvement actions in southwest Lake Forest, new mixed-use zoning, and updated capital improvement plans.



WESTMINSTER GENERAL PLAN UPDATE AND EIR

General Plan Considerations

- » Mobile home owner concerns
- » New mixed-use designations
- » Density and intensity
- » Placemaking/identity
- » Trilingual outreach
- » Unincorporated county islands
- » Traffic mitigation measures
- » Implementation plan

Implementation

Approved in June 2018, the Bolsa Row project will bring a dynamic, mixed use complex to Little Saigon, implementing the City's new MU-Little Saigon General Plan land use designation. The project includes: 200 apartments, a hotel, a banquet facility, and about 45,000 square feet of retail.



BRENTWOOD GENERAL PLAN UPDATE, EIR, AND PA-1 SPECIFIC PLAN

General Plan Considerations

- » Open space preservation
- » Agricultural uses
- » Regional transportation
- » General Plan implementation
- » Transit planning
- » Job creation
- » Jobs/housing balance
- » Economic development

Implementation

De Novo prepared the City's Priority Area 1 Specific Plan, crafted to facilitate the development of a high-quality jobs center complemented by high density residential development and a transit village, centered around an emerging multi-modal transit station. The foundation for the SP was established in the GPU.

Table 4.1: Land Use Designations	
Employment Center/Light Industrial (EC/LI) 0.6 Maximum FAR The Employment Center/Light Industrial designation accommodates a wide range of job-generating uses, including business parks, clean light industrial, research and development (R&D), science, technology, engineering, and math (STEM), high-tech manufacturing, high-tech services that incorporate some combination of assembly, manufacturing, and/or sales, hospitals and other health care-related uses, and professional offices. This designation also allows for a regional destination resort hotel and conference center on approximately 40 acres within PA 1.	
Transit Village (TV) 0.5 - 1.5 FAR 25-40 du/dw/acre The Transit Village designation provides for an integrated mix of high-intensity uses in the area surrounding the planned transit station, and encourages the development of high quality, pedestrian and bicycle friendly mixed-use districts that will define the Specific Plan area's core. Allowed uses include professional and medical offices, personal services, retail and restaurants, entertainment, and hospitality-related uses, and super floor multiple-family residences.	
Regional Commercial (RC) 0.6 Maximum FAR The Regional Commercial designation accommodates retail and service uses that serve the general needs of the community and the region. The designation applies to parcels located along State Route 56 and State Route 4, and accommodates big box retailers, discount stores, supermarkets, hardware stores, smaller, specialty retailers, and professional and medical offices.	
Multiple-Family Very-High Density Residential (MFVHDR) 15-35 du/dw/acre The Very-High Density Residential designation supports	



Principal/Manager: Kyle McCarty,
PE, PMP, CWM, Principal Engineer
Years in Business: 13
Date of Incorporation: 2013
Type: Corporation
Address: 9740 Appaloosa Road,
Suite 200, San Diego, CA 92131
Phone: (858) 869-1332
Website: westcoastcivil.com

West Coast Civil (WCC) is a California-based, CPUC-certified Disadvantaged Business Enterprise (DBE) specializing in water, wastewater, stormwater, and drainage infrastructure planning for public agencies throughout California. WCC brings extensive experience developing infrastructure master plans, hydraulic and hydrologic models, capacity evaluations, and capital improvement programs that align infrastructure investment with long-term growth and development.

WCC will lead development of Escondido's Water and Wastewater Master Plans as a subconsultant to De Novo. WCC's effort will be led by Kyle McCarty, PE, PMP, who previously served as a Project Engineer for development of the City's 2012 Water and Wastewater Master Plans. This direct knowledge of Escondido's infrastructure systems and prior planning efforts provides valuable continuity while allowing the team to focus on how the City's systems, demands, priorities, and challenges have evolved.

Our team will build upon this foundation to evaluate system performance and future needs, identify capacity and reliability deficiencies, and develop coordinated 5-, 10-, and 20-year capital priorities that advance Escondido 2040's guiding principle that infrastructure should lead land use.



Principal/Manager: Gary Yagade,
PE, Principal Engineer
Years in Business: 22
Date of Incorporation: 2004
Type: Corporation
Address: 2255 Avenida de La
Playa, Suite 5, La Jolla, CA 92037
Phone: (858) 866-0128
Website: cvaldo.com

CValdo is Southern California's trusted infrastructure consulting firm, providing civil engineering services through all stages, from feasibility studies and conceptual design, to final engineering and construction. Our ability to solve complex problems involving multiple stakeholders stems from a company culture where each employee is free to pursue the aspects of our profession where they find their passion. Given this space to grow, CValdo engineers bring a creative approach, ideas without bounds, and an engaged enthusiasm in helping our clients meet today's challenges.

In the years since the CValdo doors first opened, we have gained the trust of numerous public agencies as a firm that can be relied upon to provide problem solving expertise and responsive service for reasonable compensation. As a requirement of employment, CValdo team members are technically strong, service oriented, easy to work with, and relentless in pursuit of delivering a high-quality work product, be it a design, study, or recommended course of action. We focus on our projects and engage with our team and our clients to achieve excellence.



Principal/Manager: Julie Cooper,
Principal

Years in Business: 42

Date of Incorporation: 1983

Type: Corporation

Address: 800 Wilshire Blvd Ste
410, Los Angeles, CA 90017

Phone: (213) 489-3808

Website: epsys.com

Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use planning and policy analysis, and urban revitalization.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. Our primary practice areas include:

- | | |
|---|---------------------------------------|
| » Real Estate Economics | » Fiscal and Economic Impact Analysis |
| » Public Finance | » Housing Policy |
| » Land Use and Transportation | » Public-Private Partnership (P3) |
| » Economic Development and Revitalization | » Parks and Open Space Economics |

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, colleges and universities, property owners, developers, financial institutions, and land use attorneys. Our balanced portfolio of clients allows us to consider land use decisions through a variety of perspectives.

ROLE IN GENERAL PLANS

EPS, in association with allied planning, civil engineering, transportation, and environmental firms, has been involved with the development of numerous General Plans. The firm's integrated approach to land use, transportation, market, fiscal, and financial issues results in plans that effectively and efficiently guide future development. EPS's work on General Plans typically involves one or more of the following:

- » Socio-Economic Conditions and Trends
- » Fiscal Sustainability
- » Market and Development Feasibility
- » Public Facilities and Infrastructure Financing
- » Strategy and Policy Development



Principal/Manager: Andrew
Watkins, Partner
Years in Business: 65
Date of Incorporation: 1960
Type: Corporation
Address: 3080 Bristol St #350,
Costa Mesa, CA 92626
Phone: (714) 426-6900
Website: jzmkpartners.com

JZMK Partners is a dynamic and award-winning international architectural and urban planning firm that has built a reputation based on the premise that design solutions should be creative, inspirational, and provide long term value. The firm has distinguished itself as an innovative problem solver in the design of single and multi-family housing, including affordable and senior communities, as well as in luxury and resort projects.

The JZMK Team is passionate about design excellence and innovation. This enthusiasm for our work creates positive creative energy within the office and filters through to create a collaborative spirit among our team members. Our group of highly skilled and multi-disciplinary specialists embrace this collaborative spirit and work together to balance environmental ethos with development objectives when developing solutions for clients. With their fingers on the pulse of emerging industry trends, our highly skilled professionals are sought-out speakers across the country.

EXPERTISE

- » Architects
- » Urban Designers
- » Landscape Architects
- » Construction Experts
- » Graphic Artists
- » Entitlement Experts



Principal/Manager: Katy Cole,
Principal
Years in Business: 40
Date of Incorporation: 1985
Type: Corporation
Address: 101 West Broadway,
Suite 1440, San Diego, CA 92101
Phone: (619) 234-3190
Website: fehrandpeers.com/

Fehr & Peers is a transportation planning and engineering firm with 25 offices and over 400 staff nationwide. Since 1985, the firm has partnered with public and private clients to design safer, more effective ways for people and goods to move—creating spaces where everyone can thrive, today and for generations to come.

Fehr & Peers brings direct, recent experience in Colton, having just completed the City's AB 98 truck route study. By leading our mobility work, they will seamlessly fold those adopted truck routes and local travel demand modeling directly into the new General Plan and EIR without any baseline learning curve.

Rather than simply following trends, the team helps clients anticipate what's next. With a blend of multimodal expertise, national perspective, and local insight fueled by our strong and longstanding relationships, the firm tailors solutions across a wide range of services to meet each community's unique needs.



Principal/Manager: Zachary Muetting
Years in Business: 39
Date of Incorporation: 1987
Type: Corporation
Address: 31591 Camino Capistrano, San Juan Capistrano, CA 92675
Phone: (949) 493-2600
Website: rjmdesigngroup.com

Established in 1987, RJM Design Group has become a prominent, multi-disciplinary firm specializing in landscape architecture, planning, and design. We are committed to serving cities, public agencies, and organizations across California, by providing creative, sustainable solutions that address the unique needs of each community. Our team consists of skilled professionals with diverse backgrounds, including licensed landscape architects, designers, and planners. Known for our innovative designs, we have a strong ability to create community-inspired spaces that enhance the environment and bring people together. Each team member brings a wealth of knowledge and a passion for their craft, ensuring personalized, high-quality service at every stage of every project.

At RJM Design Group, our approach is grounded in collaboration and thoughtful problem-solving. We see every project as a partnership and take the time to understand the people, priorities, and constraints that shape it. Drawing on decades of experience in public-sector work, our team is skilled at navigating complex processes while remaining flexible and creative. We focus on practical design solutions that balance functionality, sustainability, and community character, resulting in spaces that are not only well-designed, but genuinely meaningful and enduring.

Equally central to our approach is the culture within our team. RJM is defined by a rare sense of camaraderie and closeness—one built on trust, mutual respect, and genuine enjoyment of working together. We collaborate openly across disciplines, mentor one another, and problem-solve as a unified group, drawing on each individual's strengths. This tight-knit dynamic fosters creativity, accountability, and consistency, ultimately translating into better outcomes for our clients. By working as one cohesive team, we deliver thoughtful, community-inspired designs shaped by shared values, collective expertise, and a genuine passion for what we do.



Principal/Manager: Kevin Hunt
Years in Business: 8
Date of Incorporation: 2018
Type: LLC
Address: 2061 N Los Robles Ave, Pasadena, CA 91104
Phone: (626) 314-2961
Website: <https://www.southenvironmental.com/>

South Environmental provides architectural history, archaeology, biology, arboricultural, and paleontological resources consulting services. South Environmental helps their clients navigate federal, state, and local regulatory and permitting processes, from small-scale private development projects to large-scale infrastructure and energy projects; provide technical studies and compliance documentation to satisfy the regulatory requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and work closely with federal and state permitting agencies such as the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), California Department of Transportation (Caltrans), and the State Regional Water Quality Control Board (RWQCB).

TEAM ORGANIZATION AND KEY PERSONNEL

CITY OF ESCONDIDO		
De Novo Planning Group		
Amanda Tropiano Principal Project Manager	Ben Ritchie Principal-in-Charge	Erik Anderson, AICP Senior Planner Assistant PM
Starla Barker, AICP Principal Planner CEQA PM	Megan Thorne Senior Urban Designer + Planner	Abdul Jama Assistant Planner
Subconsultant Team		
Cvaldo	EPS	Fehr & Peers
Gary H Yagade, PE Principal Engineer	Julie Cooper Principal	Katy Cole, PE, TE Project Manager
Michael D. Cairns, PE Principal and Technical Expert	Chinmay Damle Senior Associate, PM	Jason Pack, TE Planning Expert
Cory Jones, PE, QSD, QISP ToR, ENV SP Stormwater Expert	RJM Design Group	Lydia Rowen Engineer/Planner
JZMK	Zachary Mueeting, LLA LEED AP (BD+C) Principal PM	South Environmental
Andrew Watkins Partner	Kristen Schnell Research Analyst/PM	Samantha Murray, MA, RPA Cultural Resources Director
Adrinee Hutchinson Senior Planner	David Molina Landscape Designer	Sarah Corder, MFA Principal Architectural Historian
West Coast Civil		
Kyle McCarty, PE, PMP, CWM Principal Engineer		
Jessica Prince, PE Senior Engineer		

CValdo: Providing Stormwater and Drainage Master Plan Update services.



Economic & Planning Systems: Providing rigorous fiscal impact modeling and market feasibility analysis.



Fehr & Peers: Delivering multimodal circulation and station parking solutions.



JZMK Partners: Delivering 3D infill visual simulations, site visioning, and graphic concepts.



RJM Design Group: Creates community designed spaces, architecture, and landscape architecture.



South Environmental: Safeguarding cultural and historic assets.



West Coast Civil: Providing infrastructure evaluations, utility capacity, and feasibility analysis.





Amanda Tropiano, PM, Principal, De Novo | Availability: 20%

Amanda Tropiano leads De Novo Planning Group's Southern California practice, bringing extensive experience managing complex land use, corridor, transit-oriented development, and CEQA projects. An IAP2-trained public outreach practitioner with PSMJ project management training, Amanda employs a collaborative, communication-focused management style centered on proactive problem-solving. Known for her strategic thinking and skilled public speaking, she excels at engaging community members, stakeholders, and elected officials throughout the planning process to consistently exceed client expectations.



Ben Ritchie, Principal-in-Charge, De Novo | Availability: 10%

Mr. Ritchie is a founding principal at De Novo Planning Group with over 20 years of experience. Mr. Ritchie's expertise includes managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm. His experience includes a variety of land use, transportation, and sustainability projects throughout California. Mr. Ritchie has extensive knowledge of the nuanced interplay between CEQA and long range planning, and he has assisted numerous communities with the establishment of planning strategies to achieve effective and legally defensible approaches to economic development, sustainability and streamlined development.



Erik Anderson, AICP, Assistant PM, De Novo | Availability: 30%

Erik is an AICP-certified planner with experience in a wide range of projects for public and private sector clients, specializing in land-use planning, policy development, and environmental and sustainability planning. He brings strong project management skills, supported by PSMJ training, and provides expertise in the preparation of CEQA documentation and long-range planning efforts such as General Plans, zoning updates, and Local Hazard Mitigation Plans. Erik's background also includes grassroots environmental advocacy and experience in the legal field, which strengthen his analytical and communication abilities.



Starla Barker, AICP, CEQA Lead, De Novo | Availability: 20%

Starla Barker leads De Novo Planning Group's Southern California environmental practice, specializing in CEQA/NEPA compliance, EIRs, and environmental assessments. She has managed compliance for diverse urban infill, downtown revitalization, General Plan, and Zoning Code projects. Bridging long-range policy with environmental review, Starla takes a proactive approach to identifying issues and crafting solutions early. She actively participates in outreach, working with the public and decision-makers to demystify the environmental review process.


Gary Yagade, CValdo Corporation | Availability: 20%

Gary Yagade has 26 years of civil engineering experience, including more than ten years of specialized transportation experience. He has extensive experience in managing on-call contracts that includes two separate two-year on-call contracts for Caltrans, the San Diego County as-needed stormwater inspection services, and various projects for the Metropolitan Transit Development Board General Engineering Contract. In addition, Mr. Yagade has extensive drainage experience including performing HEC-2 analysis on more than 100 stream miles in California. He also has experience in the design and construction of various stormwater facilities including pipelines, box culverts, and improved open channels. His drainage experience includes hydrology calculations using the HEC-1 standards. He has managed design of box culverts and open channels.


Julie Cooper, EPS | Availability: 15%

Julie Cooper oversees EPS's Southern California practice and is involved with projects across the firm's range of practice areas. She has worked with municipal governments and public entities nationally to provide analysis of market and economic conditions, development feasibility and fiscal impact modeling, and policy recommendations. Julie has lead EPS's work on General Plans for multiple jurisdictions throughout Southern California, including the cities of Temecula, San Marcos, San Jacinto, Lawndale, Lomita, and Riverside.


Katy Cole, Fehr & Peers | Availability: 20%

Katy is a principal and registered engineer with over 23 years of project management experience, based locally in the Fehr & Peers San Diego office. She loves teaching people about transportation engineering and planning and can explain complex transportation concepts to a wide variety of audiences. Katy has managed hundreds of projects across multiple disciplines. Her expertise spans travel demand management plans/quantification, multimodal corridor studies, traffic micro-simulation analysis, transportation master planning, parking studies, access and circulation studies, traffic operations analyses, and transportation impact studies.


Andrew Watkins, Partner, JZMK | Availability: 10%

Andrew Watkins is a licensed architect, urban designer, and planner with over 20 years of experience leading large-scale planning, urban design, and diverse major revitalization projects worldwide. His work connects ecology, wellness, and urbanism through placemaking, public realm design, and resilient community frameworks. Andrew has led new cities, community plans, campus plans, and revitalization efforts across the United States and internationally.



Zachary Mueting, RJM Design Group | Availability: 20%

Zachary Mueting is a dedicated landscape architect with a passion for shaping vibrant, sustainable communities through thoughtful design and planning. With a specialization in master planning, Zachary excels at crafting visionary frameworks that balance urban growth, environmental stewardship, and public space accessibility. Zachary's ability to connect with diverse communities is at the heart of his practice. He believes in empowering stakeholders by actively listening to their needs and translating their aspirations into actionable plans. His collaborative approach ensures that every project not only meets its functional goals but also resonates with the people it serves.

In addition to his design expertise, Zachary is recognized for his exceptional leadership and project management skills. He has a proven ability to guide multidisciplinary teams, streamline complex workflows, and deliver projects on time and within budget. His strategic mindset and organizational acumen allow him to navigate challenges effectively while fostering a culture of innovation and excellence. With a track record of delivering innovative, community-focused solutions, Zachary is committed to designing spaces that foster connection, enhance quality of life, and leave a lasting positive impact.



Kyle McCarty, West Coast Civil | Availability: 25%

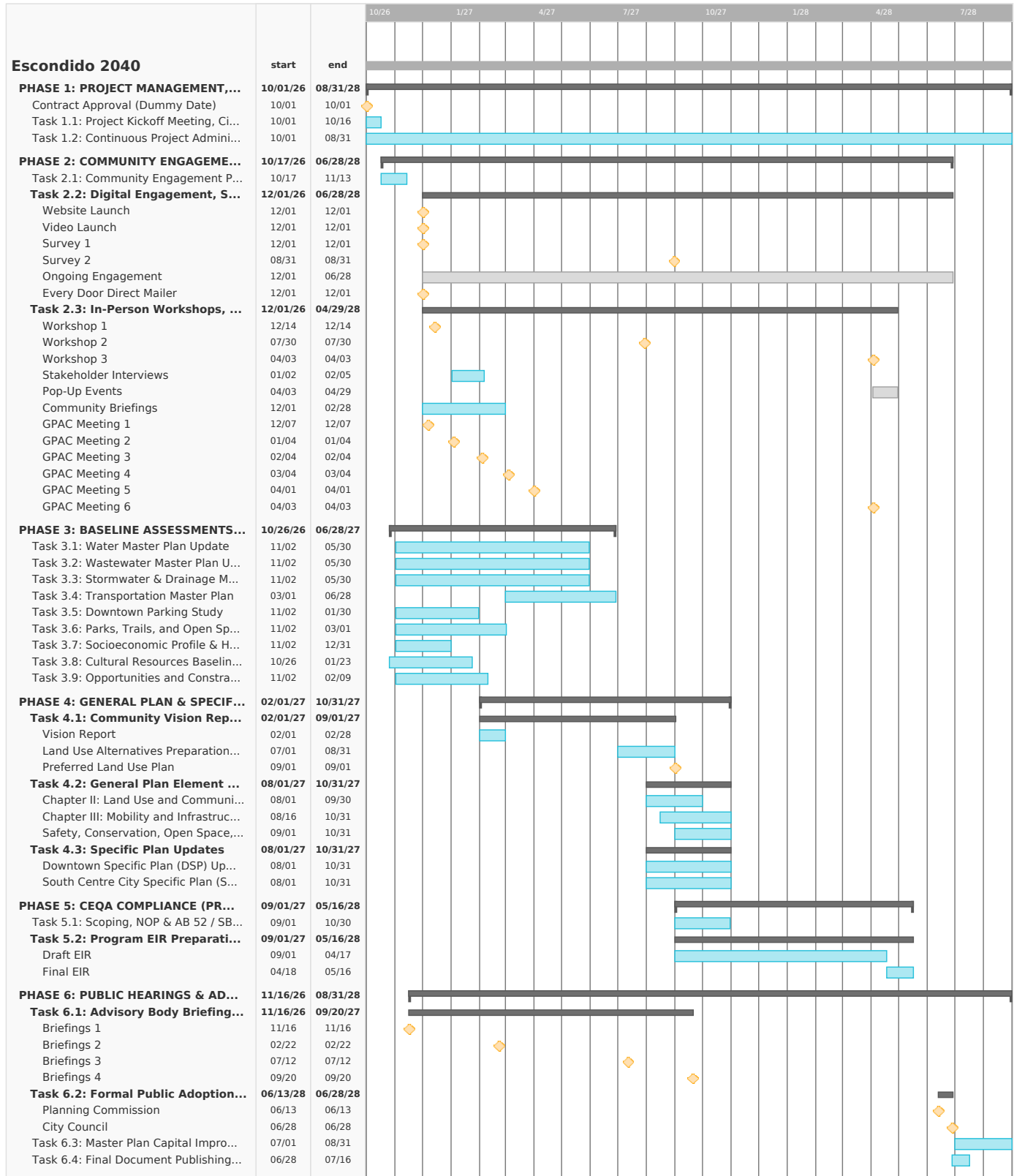
Kyle serves as a Principal Engineer for West Coast Civil's (WCC) focused on providing engineering services for the planning, design, and construction management of water and wastewater projects. He is an expert in hydraulic modeling and master planning and has evaluated the capacity of the City's water and wastewater systems as part of the City's 2012 Master Plan Updates. Kyle's role on the project will be to serve as the technical lead for the Wastewater Master Plan and lead the WCC team overseeing the Water and Wastewater Master Plans.



Samantha Murray, MA, RPA, South Environmental | Availability: 15%

Samantha Murray is the cultural resources director at South Environmental and a principal archaeologist and architectural historian with 20 years' experience in all elements of cultural resources management, including project management, archaeology and architectural history studies, and significance evaluations in consideration of the NRHP, CRHR, and local-level designation criteria. Ms. Murray has conducted thousands of Phase I archaeological studies and historical resource evaluations, and has developed detailed historic context statements for a multitude of property types and architectural styles. Ms. Murray meets the Secretary of the Interior's Professional Qualification Standards for both Architectural History and Archaeology.

8. SCHEDULE



9. ASSUMPTIONS

WATER

- » The City will provide available background studies, GIS, asset inventories, record information, the Climatec InfoWater model, historical demand and production information, raw-water and treatment operating information, available dam/reservoir and DSOD documentation, source-water-quality information, and other readily available data in electronic format.
- » Attendance at public workshops, Planning Commission presentations, and City Council presentations is not included.
- » The scope includes evaluation of existing conditions and up to three future General Plan land use/demand scenarios. Additional scenarios or substantial re-analysis resulting from material changes after completion of the initial scenario evaluations are not included.
- » The 2025 UWMP will serve as the primary basis for water-supply availability and drought reliability. The WMP will focus on infrastructure, operational, and General Plan implications rather than recreating the UWMP supply-reliability analysis.
- » Raw-water, dam/reservoir, source-water-quality, and treatment evaluations are planning-level assessments based on existing information and staff knowledge. New field investigations, sampling programs, specialized dam-safety analyses, and detailed treatment-process studies are not included.
- » Regulatory considerations will be addressed only to the extent they materially affect infrastructure capacity, reliability, operations, or capital planning. A comprehensive regulatory compliance audit is not included.
- » CEQA/NEPA documentation, environmental technical studies, regulatory permitting, and preparation of permit applications are not included in the Water Master Plan scope.
- » Project-specific Water Studies, development-specific hydraulic analyses, and individual development fire-flow evaluations are not included.

WASTEWATER

- » The City and General Plan team will provide available background studies, GIS, asset inventories, record information, the prior backbone trunk sewer model and associated model data, historical wastewater and HARRF flow information, rainfall and wet-weather records, lift-station information, available condition/CCTV records, HARRF and outfall planning information, General Plan land use assumptions, and other readily available data in electronic format.
- » Attendance at public workshops, Planning Commission presentations, and City Council presentations is not included.
- » The scope includes evaluation of existing conditions and up to three future General Plan land use/flow scenarios. Additional scenarios or substantial re-analysis resulting from material changes after completion of the initial scenario evaluations are not included.
- » The hydraulic model will be based on the backbone trunk sewer system represented in the prior Master Plan model. Extension of the model into local collection sewers is not included.
- » The wet-weather evaluation will use existing City flow, rainfall, HARRF influent, and operational information. A new temporary or permanent flow-monitoring program is not included.
- » Condition and renewal planning will be based on available City data. The scope does not assume that CCTV or condition information is complete, current, consistently coded, or suitable for pipe-by-pipe condition scoring.
- » HARRF, recycled water, and outfall evaluations are planning-level assessments intended to relate available facility capacity and constraints to General Plan wastewater projections. Detailed process modeling, facility condition assessments, ocean outfall modeling, or design are not included.
- » Regulatory considerations will be addressed only to the extent they materially affect wastewater capacity, infrastructure planning, reuse/disposal, or potential sewer-service

expansion. A comprehensive regulatory compliance audit is not included.

- » CEQA/NEPA documentation, environmental technical studies, regulatory permitting, and preparation of permit applications are not included in the Wastewater Master Plan scope.
- » Project-specific Sewer Studies and development-specific hydraulic analyses are not included.

STORMWATER AND DRAINAGE

- » Base mapping is complete, and all drainage facilities to be studied have been horizontally located, and flowline elevations, materials, sizes and connectivity have been determined.
- » Excludes the actual videotaping of storm drain facilities.

TRANSPORTATION

- » City Staff will be primarily responsible for identifying existing conditions (expanding upon previously completed CATS), reviewing and recommending transportation and parking goals and policies (based on existing policy direction and samples provided by Fehr & Peers), and provide text for summary reports (as assigned by Fehr & Peers).
- » City staff to coordinate/order counts from vendor and review data for accuracy.
- » Fehr & Peers to provide parking management strategy options. City staff will author the parking strategy document with Fehr & Peers oversight.

DOWNTOWN SPECIFIC PLAN UPDATE

- » The update will build upon the structural layout and boundary of the existing Downtown Specific Plan. It does not include an expansion of the Specific Plan boundary or a complete re-write of non-impacted chapters.
- » Renderings will represent conceptual building massing, spatial relationships, and public realm character. Highly detailed, construction-

level architectural drawings, floor plans, or structural engineering are explicitly excluded.

SOUTH CENTER SPECIFIC PLAN UPDATE

- » The update will be consistent with the existing South Centre City Specific Plan boundary along Centre City Parkway. It focuses specifically on targeted chapters (land use allowances, corridor circulation, and design standards) and will not expand the geographic boundary or rewrite non-impacted administrative chapters.
- » Renderings will represent conceptual building massing, spatial relationships, and public realm character. Highly detailed, construction-level architectural drawings, floor plans, or structural engineering are explicitly excluded.

ENVIRONMENTAL REVIEW AND CEQA COMPLIANCE

- » Cultural records search cost shall not exceed \$5,000.

PUBLIC ENGAGEMENT PROGRAM

- » City Staff will provide in-person Spanish translation at all necessary public meetings.
- » City Staff will post GPAC Agendas and prepare GPAC meeting minutes, as appropriate.
- » City Staff will provide necessary staffing at pop-up events (De Novo to provide materials).
- » City Staff is responsible for finding and securing all meeting facilities.
- » City is responsible for responding to comments received via the General Plan website and for maintaining a contact list of interested parties.
- » City Staff is responsible for project briefings with advisory bodies and City Council when no action is being taken/direction is not being provided.

I. COST PROPOSAL

De Novo Planning Group
Cost Proposal - Escondido GPU

TASK/ACTIVITY	De Novo Subtotals		CValdo	EPS	Fehr & Peers	JZMK	RJM Design	South Enviro.	West Coast Civil	Direct Costs	ACTIVITY
	TOTALS		Draingage	Economics	Mobility	Design	Park Planning	Cultural	Water/Was tewater	Printing/ Mailing	TOTALS
	Hours	Fee									
PHASE 1: PROJECT MANAGEMENT, KICKOFF & BASELINE DATA COMPILATION											
Task 1.1: Project Kickoff Meeting, City Tour & Data Protocols	36	\$5,460									\$5,460
Task 1.2: Continuous Project Administration & Team Coordination	164	\$25,340									\$25,340
PHASE 1 SUBTOTAL	200	\$30,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,800
PHASE 2: COMMUNITY ENGAGEMENT											
Task 2.1: Community Engagement Plan (CEP) & Branding Toolkit	72	\$10,320									\$10,320
Task 2.2: Digital Engagement, Surveys & Citywide EDDM Direct Mailer	176	\$22,920								\$17,500	\$40,420
Task 2.3: In-Person Workshops, Pop-Ups & Committee Facilitation	284	\$40,860									\$40,860
PHASE 2 SUBTOTAL	532	\$74,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500	\$91,600
PHASE 3: BASELINE ASSESSMENTS & MASTER PLAN UPDATES											
Task 3.1: Water Master Plan Update	20	\$2,820							\$340,480		\$343,300
Task 3.2: Wastewater Master Plan Update	20	\$2,820							\$459,520		\$462,340
Task 3.3: Stormwater & Drainage Master Plan Update	12	\$1,740	\$250,000								\$251,740
Task 3.4: Transportation Master Plan	12	\$1,740			\$135,085						\$136,825
Task 3.5: Downtown Parking Study	12	\$1,740			\$87,475						\$89,215
Task 3.6: Parks, Trails, and Open Space Master Plan Update	44	\$6,060					\$157,800				\$163,860
Task 3.7: Socioeconomic Profile & Housing Market Feasibility Study	12	\$1,740		\$34,540							\$36,280
Task 3.8: Cultural Resources Baseline & Existing Conditions	6	\$870						\$30,000			\$30,870
Task 3.9: Opportunities and Constraints Summary	164	\$22,220									\$22,220
PHASE 3 SUBTOTAL	302	\$41,750	\$250,000	\$34,540	\$222,560	\$0	\$157,800	\$30,000	\$800,000	\$0	\$1,536,650
PHASE 4: GENERAL PLAN & SPECIFIC PLAN UPDATES											
Task 4.1: Community Vision Report & Land Use Alternatives	256	\$35,120				\$50,000					\$85,120
Task 4.2: General Plan Element Updates (Chapters II & III)	192	\$25,120		\$16,750	\$30,745						\$72,615
Task 4.3: Specific Plan Updates (DSP & SCCSP)	456	\$62,740									\$62,740
PHASE 4 SUBTOTAL	904	\$122,980	\$0	\$16,750	\$30,745	\$50,000	\$0	\$0	\$0	\$0	\$220,475
PHASE 5: CEQA COMPLIANCE (PROGRAM EIR)											
Task 5.1: Scoping, NOP & AB 52 / SB 18 Tribal Consultation Assistance	88	\$12,430									\$12,430
Task 5.2: Program EIR Preparation	1380	\$191,100			\$69,730						\$260,830
PHASE 5 SUBTOTAL	1,468	\$203,530	\$0	\$0	\$69,730	\$0	\$0	\$0	\$0	\$0	\$273,260
PHASE 6: PUBLIC HEARINGS & ADOPTION											
Task 6.1: Advisory Body Briefings & Study Sessions	100	\$16,020		\$17,120	\$26,690						\$59,830
Task 6.2: Formal Public Adoption Hearings	100	\$16,020									\$16,020
Task 6.3: Master Plan Capital Improvement & Funding Roadmaps	10	\$1,450		\$16,500							\$17,950
Task 6.4: Final Document Publishing & Notice of Determination (NOD)	24	\$3,240									\$3,240
PHASE 6 SUBTOTAL	234	\$36,730	\$0	\$33,620	\$26,690	\$0	\$0	\$0	\$0	\$0	\$97,040
Subtotals	3,640	\$ 509,890	\$ 250,000	\$ 84,910	\$349,725	\$ 50,000	\$ 157,800	\$ 30,000	\$ 800,000	\$17,500	\$ 2,249,825
TOTAL FEE (NOT TO EXCEED)											\$2,249,825

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

HOURLY RATES

De Novo	Principal	\$ 185
	Principal Planner	\$ 165
	Senior Planner	\$ 135
	Associate Planner	\$ 125
	Assistant Planner	\$ 120
	GIS	\$ 130
CValdo	Principal	\$ 209
	Project Manager	\$ 194
	Project Engineer	\$ 164
Fehr & Peers	Project Manager	\$ 345
	Principal-in-Charge	\$ 335
	Planner/Engineer	\$ 190
	Senior Planner/Engineer	\$ 210
	Parking Expert	\$ 190
	Senior Graphic Design	\$ 235
	Project Coordination	\$ 170
RJM Design Group	Principal Landscape Architect	\$ 250
	Associate Landscape Architect	\$ 210
	Landscape Architect	\$ 190
	Job Captain/Landscape Designer	\$ 165
	CADD Technician/Graphics	\$ 145
	Word Processor	\$ 115
JZMK	Partner	\$ 280
	Studio Manager	\$ 225
	Senior Design	\$ 235
	Project Manager	\$ 225
	Senior Planner	\$ 215
	Planner 2	\$ 195
	Intermediate Designer	\$ 180
	Technical Designer	\$ 165
EPS	Managing Principal	\$ 350
	Senior Principal	\$ 375
	Principal	\$ 315
	Vice President	\$ 280
	Senior Associate	\$ 255
	Associate	\$ 225
	Research Analyst	\$ 160
South Environmental	Principal Biologist	\$ 220
	Senior Biologist	\$ 189
	Biologist 2	\$ 168
	Biologist 1	\$ 152
	CR/AH Principal	\$ 210
	Senior CR/AH	\$ 178
	CR/AH 2	\$ 157
	CR/AH 1	\$ 142
	GIS	\$ 168
West Coast Civil	Principal Engineer	\$ 225
	Senior Engineer	\$ 190
	Project Engineer	\$ 175
	Design Engineer	\$ 130
	Engineering Technician	\$ 100

CITY OF ESCONDIDO
REQUEST FOR PROPOSALS

ESCONDIDO 2040

“Infrastructure Leading Land Use”

RFP No. 26-34

Issue Date: July 22, 2026

Proposal Due Date: September 4, 2026



City of Escondido
Development Services Department
201 N. Broadway
Escondido, CA 92025

NOTICE OF REQUEST FOR PROPOSALS

The City of Escondido, a California municipal corporation (“City”), invites qualified multidisciplinary consultant teams to submit proposals for **Request for Proposals (“RFP”) No. 26-34 – Escondido 2040 “Infrastructure Leading Land Use”**, a \$2.25 million planning and implementation program that will update key components of the City’s General Plan, multiple Master Plans, and two Specific Plans over a two-year period. The City anticipates the need for multiple technical studies, expect a creative and robust public engagement strategy, will require defensible environmental documentation, and are looking for a recommended implementation measures to ensure that what is created will fulfill its purpose in guiding the City’s development vision to 2040 and beyond.

This RFP encompasses an ambitious and inherently challenging scope of work that will require thoughtful prioritization to implement under a finite budget and timeline. Development Services staff recognize this challenge and would like to partner with a team that can bring creative, multi-faceted solutions to meaningfully improve Escondido’s lived environment for future generations.

Questions regarding the RFP may be submitted by e-mail to Sally Schiffman at sally.schifman@escondido.gov no later than **5 p.m. on Monday, August 17, 2026 (“Questions Deadline”)**. Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. E-mails concerning this RFP should use the subject line “RFP No. 26-34 – Escondido 2040.” City responses will be provided in writing and discussed at a virtual pre-proposal information session with prospective bidders on **Monday, August 17, 2026**.

Prospective consultants must submit proposals in a searchable PDF format via e-mail to Sally Schiffman at sally.schifman@escondido.gov no later than **5 p.m. on Friday, September 4, 2026**. Any proposals received after the Submission Deadline will not be accepted.

The City reserves the right to reject any or all proposals, waive defects or irregularities, request clarification, negotiate scope and cost, cancel this RFP, or award a contract in the manner deemed most advantageous to the City. This RFP does not commit the City to award a contract or pay any cost incurred in preparing a proposal.

Sincerely,



Kevin Snyder
Director of Development Services

1. INTRODUCTION

Escondido 2040 is a \$2.25 million planning and implementation program that will update key components of the City's General Plan, multiple Master Plans, and two Specific Plans over a two-year period. The program will include technical studies, environmental analysis, public engagement, policy development, and implementation planning. Its guiding principle is straightforward: **infrastructure should lead land use**.

Escondido 2040 is more than a collection of planning document updates. It is an opportunity to establish a coherent framework for how a mature and well-served city grows, invests, and evolves over the next generation.

Escondido already possesses many of the foundational elements necessary for long-term success. It is a thriving community with a long civic tradition, a diverse population, a resurgent downtown, and well-established neighborhoods. The City maintains an extensive infrastructure network and provides a full range of municipal services. The question before Escondido is not whether it will grow, but how growth can be guided in a way that creates greater opportunity, cohesion, resilience, and quality of life.

The City's future must be informed by its past. Founded in 1888 as an agricultural cornerstone of the San Diego region, Escondido continues to reflect a unique blend of cultural heritage, community tradition, and environmental stewardship. From Grape Day Park, where early residents gathered to burn local irrigation bonds, to Grand Avenue, where classic cars breathe new life every Friday night during the summer, to Daley Ranch, where miles of trails connect people with nature and the natural environment thrives through land preservation, these assets are more than landmarks – they help define the community's identity and should continue to inform its evolution.

Because the opportunity is unconventional, the City is intentionally seeking an unconventional team.

Escondido 2040 is not a blank-sheet planning exercise, nor is it a routine update program. Some components will require substantial policy innovation, while others will benefit from careful assessment, targeted refinement, and implementation-focused solutions. Success will depend less on the volume of work produced and more on the ability to focus effort where it creates the greatest public value.

The City seeks a multidisciplinary team capable of recognizing leverage: where policy change can unlock opportunity; where integration can improve outcomes; where infrastructure and public investment can support long-term growth, and where planning can most meaningfully improve the daily lives of current and future residents. The ideal partner will combine technical excellence with creativity, curiosity, and sound judgment.

The desired outcome is not simply better plans, but better choices – and a clearer path toward a stronger, more resilient, and distinctly Escondido future.

Objectives

Escondido 2040 seeks to achieve the following objectives:

Establish a Shared Vision for Escondido's Future

Create a clear and compelling long-range vision that reflects community values, builds upon Escondido's unique character, and provides direction for public and private investment through 2040 and beyond.

Foster Meaningful Community Participation

Design a public engagement program that actively involves residents, businesses, community organizations, institutions, and other stakeholders, particularly individuals with limited English proficiency, physical or cognitive impairments, or barriers to civic participation, in shaping Escondido's future. The program should seek to build shared understanding, elevate diverse perspectives, and create lasting community ownership of the vision, policies, and implementation strategies that emerge from the process.

Align Growth with Infrastructure Capacity

Develop a planning framework that reinforces the principle that **infrastructure should lead land use**, ensuring future growth is supported by the utilities, transportation systems, public facilities, and community resources necessary to sustain a high quality of life.

Strengthen Connections Between Plans, Policies, and Investments

Integrate the City's General Plan, Master Plans, Specific Plans, capital investments, and implementation programs into a cohesive framework that advances common goals and improves decision-making across departments and disciplines.

Focus Public Resources Where They Create the Greatest Value

Identify the policies, projects, and implementation actions that are most likely to improve community outcomes, recognizing that strategic prioritization is essential to achieving meaningful progress within finite fiscal and organizational resources.

Promote Long-Term Resilience and Adaptability

Prepare the City to respond to changing economic, environmental, demographic, and technological conditions through forward-looking policies and implementation strategies that support long-term sustainability and community resilience.

Preserve and Build Upon Escondido's Distinctive Character

Ensure that future growth and development reinforce the qualities that make Escondido unique, including its cultural heritage, historic assets, established neighborhoods, natural landscapes, and longstanding civic traditions.

Deliver an Implementation-Focused Program

Produce actionable recommendations, regulatory updates, implementation measures, and investment priorities that enable the City to translate vision into measurable outcomes over time.

2. SCOPE OF WORK

The consultant team selected as a result of this RFP (“Consultant”) shall provide all labor, materials, analysis, facilitation, technical expertise, environmental review, and supporting services necessary to complete the Escondido 2040 program.

The City recognizes that the individual components of Escondido 2040 are highly interrelated and encourages an integrated approach that aligns infrastructure planning, land use, mobility, housing, economic development, environmental stewardship, and implementation into a coordinated planning framework.

The City anticipates that infrastructure analysis, system capacity evaluation, and Master Plan development will serve as foundational inputs to subsequent land use policy, Specific Plan, and implementation recommendations. A program is expected to proceed over two years through overlapping phases of analysis, plan development, environmental review, public engagement, and implementation planning.

Year One (November 2026 – November 2027) is anticipated to focus primarily on technical studies, infrastructure assessment and modeling, Master Plan development, initial General Plan work, and community engagement.

Year Two (July 2027 – July 2028) is anticipated to focus primarily on completion of the General Plan updates, preparation of the Specific Plan updates, CEQA documentation, implementation planning, and continued community engagement.

These phases reflect the City's current expectations; however, respondents are encouraged to propose alternative sequencing, task organization, and delivery approaches that improve efficiency, strengthen integration among work products, or maximize value within the available budget and schedule. Proposals should clearly explain the rationale for the recommended approach.

A. Master Plan Updates

Prepare updates to the City's infrastructure and resource planning framework through development of the following Master Plans:

- Water Master Plan
- Wastewater Master Plan
- Stormwater and Drainage Master Plan
- Transportation Master Plan
- Parks, Trails, and Open Space Master Plan

Each Master Plan should evaluate existing conditions, future needs, infrastructure deficiencies, growth assumptions, projected demand, capital improvement priorities in 5, 10, and 20-year increments, funding considerations, and implementation strategies necessary to support the City's long-term vision and comply with applicable regulations.

Master Plans shall be developed using a consistent set of demographics, land use, housing, employment, infrastructure, and growth assumptions. Consultant teams should identify opportunities to share data, modeling efforts, and technical analyses across work products to improve consistency, reduce duplication, and create an integrated planning framework.

Together, the Master Plans should establish an infrastructure framework capable of informing land use decisions, growth management policies, capital investment priorities, and implementation actions through 2040 and beyond.

Water Master Plan (Comprehensive Update)

The City adopted its Water Master Plan in 2012. With increased development demand, wildfire risk, and evolving state housing laws, the City needs to reassess water supply, system facilities, and alignment of infrastructure capacity with future demand. This comprehensive update should identify water system improvements needed to support growth patterns, improve reliability, and align capital investments with the City's Capital Improvement Program.

Document priorities:

- Evaluate local and imported supply reliability under climate conditions
- Forecast demand by land use, housing, and buildout
- Assess raw storage, reservoirs, dams, and resilience needs
- Evaluate source water quality, algae, and treatment constraints
- Address DSOD, Water Board, and related agency compliance

- Assess distribution, transmission, pressure, and fire-flow constraints
- Evaluate Escondido/Vista Water Treatment Plant capacity and reliability
- Update hydraulic model assumptions, protocols, and maintenance
- Evaluate Sphere of Influence service feasibility and constraints
- Prioritize CIP, assets, deficiencies, triggers, phasing, and funding tools

Wastewater Master Plan (Comprehensive Update)

The City adopted its Wastewater Master Plan in 2012. Changes in development patterns, housing demand, and climate conditions require the City to reassess adequacy of its collection, conveyance, treatment, disposal, and reuse systems. Escondido's wastewater system conveys flows to the Hale Avenue Resource Recovery Facility (HARRF) for treatment. This comprehensive update should align projected flows, collection system constraints, HARRF capacity, outfall limitations, and reuse opportunities to General and Specific plan visions, future land use assumptions, and Capital Improvement Program priorities.

Document priorities:

- Evaluate collection, conveyance, pumping, treatment, reuse, and disposal capacity
- Update model with growth, infill, and buildout flow assumptions
- Assess lift stations, force mains, and constrained sewer basins
- Evaluate HARRF capacity, reliability, resilience, and improvement needs
- Assess land/ocean outfall capacity and constraints
- Evaluate Sphere of Influence sewer service feasibility and extension constraints
- Address wet-weather flows, inflow, infiltration, and system performance
- Address Water Board, County DEH, and related compliance
- Develop 20-year CIP, triggers, costs, phasing, and funding
- Prioritize critical assets, deficiencies, and renewal needs

Stormwater and Drainage Master Plan (Comprehensive Update)

The City last updated its Drainage Master Plan in 1995. Since then, development patterns, stormwater regulations, climate conditions, infrastructure responsibilities, and capital needs have changed substantially. Further, the City recognizes that its current Drainage Master Plan may not be structured in a manner that best reflects current regulatory requirements, system conditions, or planning objectives.

This comprehensive update should modernize the City's existing drainage planning framework and expand it into a Stormwater and Drainage Master Plan that addresses

drainage infrastructure, runoff management, water quality obligations, infrastructure ownership and maintenance responsibilities, and future capital investment priorities that reduce system risk and support responsible development. Respondents are encouraged to recommend the most effective format, organization, and methodology for delivering a combined Stormwater and Drainage Master Plan.

Document priorities:

- Prepare a Stormwater and Drainage Master Plan with related GIS data updates, reconciling mapped assets with existing field conditions
- Clarify stormwater infrastructure ownership, maintenance responsibilities, and responsibility gaps
- Incorporate impervious surface, runoff, and system capacity analysis, referencing the County of San Diego Hydrology Manual
- Identify problem areas, known failures, drainage constraints, capacity solutions, and financing strategies
- Align stormwater policies, implementation programs, capture opportunities, and 5-, 10-, and 20-year capital priorities
- Evaluate innovative stormwater management strategies, including irrigation reuse, green infrastructure, and other multi-benefit solutions

Transportation Master Plan (New)

The City does not have a Transportation Master Plan. The General Plan recognizes the need for a safe and functional transportation network, while the Climate Action Plan, Vehicle Miles Traveled (VMT) Exchange Program, and Comprehensive Active Transportation Strategy (CATS) support safer streets, expanded mobility choices, lower-emission travel, and reduced dependence on single-occupancy vehicles. The new Transportation Master Plan should build from CATS, the Community Transportation Needs Assessment, Level of Service (LOS)/VMT guidance, land use changes, and anticipated growth to establish a transportation framework that improves safety, expands mobility choices, supports economic vitality, and aligns transportation investments with future land use and community development objectives.

Document priorities:

- Define transportation goals, metrics, and implementation structure
- Review existing conditions, deficiencies, adopted plans, and CATS work
- Evaluate parking standards, supply, demand, and management strategies
- Assess transit infrastructure, demand, and first/last-mile access

- Analyze mode share, multimodal network, and origin-destination patterns
- Apply LOS/VMT guidance, mitigation strategies, and safety analysis
- Address goods movement, passenger access, curb, and loading needs
- Prioritize capital projects, funding, equitable access, and 8-to-80 mobility

Parks, Trails, and Open Space Master Plan (Comprehensive Update)

The Parks, Trails, and Open Space Master Plan was last updated in 1999. A comprehensive update is needed to reflect population growth, changing use patterns, accessibility, maintenance demands, and the City’s General Plan quality-of-life standards. The work should evaluate how parks, trails, recreation facilities, and open spaces contribute to community health, quality of life, environmental stewardship, and neighborhood connectivity, while establishing priorities for future investment and long-term management

Document priorities:

- Map and assess park, trail, open space, and recreation gaps
- Calibrate quality-of-life standards and service thresholds
- Evaluate access by geography, transportation mode, and equity
- Identify passive, active, and culturally-relevant recreation priorities
- Prioritize capital investments, funding strategies, and upkeep needs
- Support climate resilience, rewilding, and habitat connectivity

B. General Plan Updates

Deliverables should include an adoption-ready package of General Plan amendments, together with any supporting technical studies, analyses, assessments, mapping, and GIS updates necessary to support the City's decision-making process and environmental review.

The City is not seeking a comprehensive rewrite of the General Plan. Rather, the Consultant should identify and implement updates that respond to current conditions, align with the objectives of Escondido 2040, and position the City to address emerging opportunities and challenges.

Chapter II – Land Use and Community Form

General Plan Chapter II – Land Use and Community Form was last comprehensively updated in 2012. Since that time, significant economic, demographic, technological, and regulatory changes have influenced how cities grow and function. The COVID-19 pandemic, advances in technology, including artificial intelligence, remote and hybrid work abilities,

shifts in retail and logistics markets, and ever-evolving state housing policies and priorities have all altered assumptions about land use, development, employment, and community form.

This task should entail a comprehensive evaluation and update of the Chapter to ensure that land use policies, growth strategies, and development frameworks reflect current conditions and future needs. The update should assess existing land use patterns, development constraints, redevelopment opportunities, vacant and underutilized properties, infrastructure capacity, housing needs, economic development objectives, and community character considerations, while identifying opportunities to create a more resilient, inclusive, and economically competitive city. Particular attention should be given to the relationship between future land use decisions and the infrastructure needed to support them.

The Consultant should evaluate the extent to which existing policies continue to support City goals and recommend targeted amendments that improve clarity, consistency, effectiveness, and implementation. The updates should identify policy, regulatory, and implementation actions necessary to achieve desired outcomes and improve the City's ability to translate long-range planning into measurable results.

Document priorities:

- Align land use decisions with infrastructure capacity, investment priorities, and long-term fiscal sustainability
- Promote housing opportunity, economic vitality, jobs-housing balance, and efficient use of land
- Strengthen downtown, mixed-use districts, neighborhoods, and community-serving activity centers
- Preserve and enhance Escondido's agricultural heritage, historic resources, neighborhood character, and quality of life
- Minimize displacement risk and expand opportunities for residents of all incomes and backgrounds
- Integrate climate adaptation, environmental justice, resilience, and other emerging planning challenges into future land use decisions
- Establish a policy framework that supports implementation of Specific Plan updates, future Housing Element efforts, and other long-range planning initiatives

Chapter III – Mobility and Infrastructure Element

General Plan Chapter III – Mobility and Infrastructure was last updated in 2012. Since that time, the City has undertaken substantial planning efforts, including preparation of the

Climate Action Plan, the Comprehensive Active Transportation Strategy (CATS), the VMT Exchange Program, and other initiatives intended to improve mobility, sustainability, and infrastructure performance.

This task shall include a comprehensive update of the Chapter to reflect current infrastructure conditions, evolving transportation priorities, changes in state policy, and the recommendations of the new Water, Wastewater, Stormwater and Drainage, and Transportation Master Plans. The update should assess how anticipated growth, housing production, redevelopment activity, climate adaptation needs, and changing service demands will affect the City's infrastructure systems over time, and establish policy direction for addressing identified capacity constraints, service gaps, and capital investment needs. Policies should support the coordinated expansion, maintenance, and modernization of infrastructure assets while reinforcing the principle that infrastructure capacity, reliability, and resiliency should guide future land use decisions. The Chapter should also establish a clear relationship between infrastructure investment priorities, service delivery expectations, capital improvement programming, and the City's long-term growth strategy.

Document priorities:

- Reinforce the principle that infrastructure should lead land use by strengthening the connection between infrastructure planning, capital improvement programming, and development decisions
- Improve the performance, reliability, resiliency, and long-term sustainability of public infrastructure systems
- Align infrastructure investment priorities, service thresholds, and growth-management strategies with future growth and development patterns
- Expand mobility choices, improve multimodal connectivity, and reduce dependence on single-occupancy vehicle travel
- Support the safe and efficient movement of people, goods, and emergency services
- Ensure consistency between mobility, infrastructure, land use, and implementation policies
- Evaluate emerging infrastructure needs, including telecommunications, broadband, electric vehicle charging, distributed energy systems, and grid resilience

C. Technical Studies

Escondido 2040 is intended to be grounded in evidence, informed by community values, and focused on implementation. Technical studies should therefore serve not only as analytical exercises, but as decision-making tools that help the City understand where strategic

investments, policy changes, and regulatory reforms can create the greatest public benefit. The Consultant should identify opportunities to integrate analyses across work efforts, develop shared assumptions and data sources, and ensure that technical findings are translated into clear and actionable recommendations.

At a minimum, the Consultant shall prepare the following technical studies:

Housing Market Feasibility Analysis

The City of Escondido Housing Element Program 2.9 requires a Sector Feasibility Study if housing production fails to keep pace with projected progress towards Regional Housing Needs Allocation (RHNA) objectives. This study will satisfy that requirement while informing the Land Use and Community Form Element update and positioning the City for the next Housing Element cycle.

The Housing Market Feasibility Analysis should:

- Evaluate impediments to affordable and market-rate housing production, including regulatory, infrastructure, financial, market, and site-specific constraints
- Assess opportunities for development and redevelopment of vacant, underutilized, and strategically located properties
- Analyze housing market trends, development economics, feasibility considerations, and displacement risks affecting housing production across a range of income levels and housing types
- Assess the adequacy of existing land use designations, development standards, incentives, and implementation programs in supporting the City's housing objectives
- Identify opportunities to increase housing production while preserving community character, protecting existing residents, and supporting equitable growth
- Recommend policy, regulatory, infrastructure, and implementation strategies that improve housing feasibility and support achievement of State housing goals
- Provide findings and recommendations that can inform future updates to the General Plan, Housing Element, Specific Plans, Zoning Code, and related implementation programs

Downtown Focused Parking Study and Parking Regulations Assessment

City leadership and the public have expressed concerns regarding parking availability and utilization within Downtown Escondido, particularly within and adjacent to the Grand Avenue commercial core.

This task should include a comprehensive assessment of downtown parking conditions, including public and private parking supply, utilization patterns, turnover rates, location-

specific demand, and peak-period occupancy. The study should evaluate whether existing parking resources are being utilized efficiently and identify opportunities to improve parking access, management, and customer experience while supporting downtown vitality.

In addition, the consultant shall assess the City's existing parking regulations and development standards to determine whether they continue to support community goals, transportation objectives, and evolving development patterns.

The Downtown Focused Parking Study and Parking Regulations Assessment should:

- Conduct an inventory of public and private parking facilities, including on-street and off-street parking resources
- Evaluate parking supply, demand, occupancy, turnover, duration, and geographic utilization patterns during representative time periods and seasonal conditions
- Assess existing parking regulations, permit programs, time limits, pricing strategies, and enforcement practices
- Identify areas where parking demand exceeds available supply and distinguish between localized shortages and broader management or utilization issues
- Evaluate opportunities for shared parking, wayfinding improvements, technology-based management tools, and operational enhancements
- Assess the relationship between parking conditions, business activity, redevelopment opportunities, housing development, and multimodal transportation investments
- Review the City's parking requirements, development standards, and parking-related regulations for residential, commercial, industrial, mixed-use, and institutional land uses
- Compare Escondido's parking regulations to current state requirements, regional practices, and industry best practices, identifying areas where standards may be outdated, excessive, insufficient, or inconsistent with City goals
- Evaluate opportunities to modernize parking regulations through strategies such as shared parking, parking reductions, transportation demand management measures, adaptive reuse incentives, and context-sensitive parking requirements
- Ensure consistency with applicable state law, the Transportation Master Plan, Climate Action Plan, VMT reduction objectives, and Downtown Specific Plan goals
- Recommend regulatory changes, capital improvements, parking management strategies, and implementation measures that improve access while supporting economic vitality, housing production, mobility choice, and long-term downtown investment

D. Specific Plan Updates

The Specific Plan updates are intended to bridge Citywide policy objectives and on-the-ground implementation. These efforts should assess whether existing plans continue to support community goals, market conditions, infrastructure capacity, housing needs, and economic development priorities. The Consultant should identify opportunities to improve clarity, usability, and implementation while establishing development frameworks that support investment, enhance quality of life, and align with the broader vision and objectives of Escondido 2040. Particular emphasis should be placed on identifying practical, implementation-oriented strategies that can translate long-range planning objectives into measurable outcomes.

Downtown Specific Plan (Comprehensive)

The Downtown Specific Plan (“DSP”) is one of 16 specific plans in the City and covers approximately 500 acres in the heart of the urban core. Adopted in 2013, the plan establishes land use policies and design standards to support its vision of a mixed-use, pedestrian-oriented, and economically vibrant area with historic charm. Downtown Escondido is planned to be one of the City’s highest-density growth areas and a key location for future housing, employment, and mixed-use development. Downtown businesses are actively engaged in a business association focused on economic development, placemaking, and community revitalization.

As the City’s civic, cultural, and commercial center, Downtown should continue to serve as a focal point for housing, employment, entertainment, and community life. The update should identify practical land use, economic vitality, housing feasibility, and placemaking strategies that strengthen Downtown as the City’s premier destination district for residents, businesses, and visitors. Particular consideration should be given to opportunities that support economic growth, cultural activity, tourism, and long-term community investment.

Document priorities:

- Assess and modernize standards that may constrain housing feasibility, including parking, open space, infrastructure, and design requirements
- Support ground-floor retail and housing activity, business retention and attraction, and mixed-use investment
- Identify activation and placemaking tools such as parklets, outdoor dining, gathering areas, events, and wayfinding
- Evaluate opportunities to improve the public realm, pedestrian experience, and connectivity between destinations, parking resources, and activity centers

South Centre City Specific Plan

The South Centre City Specific Plan (“SCCSP”) planning area is located immediately south of the DSP and extends along Centre City Parkway, one of the San Diego region’s oldest corridors and a key north-south arterial. The area is planned to accommodate significant growth as one of the City’s densest mixed-use corridors, but the existing development pattern is heavily auto-oriented. While planned for significant growth, the corridor’s existing development pattern creates ongoing conflicts among pedestrian, bicycle, transit, and vehicular movements.

This task entails a reassessment of the plan’s vision, circulation, access, commercial function, and changing development patterns. The update should establish an implementable framework to strengthen multimodal safety while supporting reinvestment under evolving market conditions. Particular consideration should be given to the role, design, and distribution of drive-through uses and how they can be integrated to complement overall corridor function. The work should result in practical guidance that aligns land use, access, and infrastructure with long-term growth objectives.

Document priorities:

- Identify and evaluate strategies to improve circulation along the corridor for pedestrians, cyclists, vehicles, and freight to align with long-term mobility goals
- Refine land use and development standards to support reinvestment and redevelopment, including updated use allowances
- Align land use with infrastructure capacity, open space needs, and anticipated housing production

E. Environmental Review and CEQA Compliance

The Consultant shall prepare all environmental review documentation necessary to support adoption of the Escondido 2040 program and its associated planning documents. The City recognizes that the scope and nature of the proposed updates may influence the appropriate level of environmental review. Accordingly, respondents are encouraged to recommend an environmental compliance strategy that is legally defensible, efficient, and appropriately scaled to the proposed work program.

The Consultant should begin the project with a CEQA strategy memorandum evaluating potential environmental review pathways and recommending an approach for City consideration. Environmental analysis and documentation are anticipated to occur primarily during Year Two of the project following refinement of planning alternatives, policy recommendations, and implementation measures.

At a minimum, proposals should describe:

- The recommended environmental review pathway and the basis for that recommendation
- The proposed approach for evaluating the General Plan, Master Plan, and Specific Plan updates within a coordinated environmental review framework
- Opportunities to tier from, incorporate by reference, supplement, or otherwise utilize existing environmental documentation, including the General Plan EIR and subsequent CEQA analyses
- How infrastructure planning, growth assumptions, housing capacity, redevelopment opportunities, and policy amendments will be incorporated into the environmental analysis
- The proposed approach to alternatives analysis, mitigation measures, and cumulative impact assessment
- Assumptions regarding technical studies, modeling, and supporting analyses necessary to support the environmental document
- The anticipated schedule, public review process, and key decision points associated with environmental review
- Any additional environmental compliance considerations necessary to support timely adoption and implementation of Escondido 2040

F. Public Engagement Strategy

Community engagement and stakeholder consultation are expected to occur throughout the Escondido 2040 program. The City is actively working to strengthen its relationship with residents, businesses, community organizations, and institutional partners, and this effort should contribute meaningfully to that goal.

The community engagement program should not be viewed solely as a means of collecting feedback. Rather, it should help build shared understanding of opportunities and constraints, foster meaningful dialogue, and create community ownership of the vision, policies, and implementation strategies that emerge from the planning process.

Consultants should propose a community engagement approach that aspires to **Collaborate**, as defined in *The Spectrum of Community Engagement to Ownership*, and demonstrate how public input will meaningfully inform project decisions and recommendations.

Engagement should begin early and continue throughout the project. A Community Engagement Plan should be prepared at project initiation and should identify project milestones, engagement objectives, target audiences, outreach techniques, participation goals, and methods for documenting and incorporating feedback.

Engagement will be conducted jointly, with City staff leading public-facing events and community relationship-building efforts, and the Consultant providing strategic guidance, engagement planning, facilitation support, logistics, participation tracking, and analysis of engagement outcomes. Proposers should recommend an appropriate mix of engagement tools and formats, including in-person and virtual options, and demonstrate how the approach can be implemented within the budget and schedule.

The community engagement program may also include one or more standing stakeholder advisory groups and/or an internal technical working group to provide ongoing coordination, input, and feedback on alternatives, recommendations, and implementation strategies

The engagement program should:

- Build trust and strengthen relationships between the City and the community
- Reach a broad cross-section of residents, businesses, property owners, institutions, and community organizations
- Encourage participation from community members who are not traditionally engaged in planning processes
- Engage youth and young adults who will be most affected by the City's long-term planning decisions
- Ensure that community input meaningfully informs project recommendations and outcomes
- Create opportunities for ongoing dialogue throughout the planning process
- Foster community ownership of the resulting plans and implementation strategies

Inclusive Community Engagement

Environmental Justice Communities

Special consideration should be given to neighborhoods and populations that may be disadvantaged, underrepresented, or disproportionately affected by planning decisions due to historical inequities, environmental burdens, infrastructure deficiencies, housing instability, economic barriers, or other obstacles to participation.

Engagement activities should help the City better understand community needs, priorities, and lived experiences while ensuring that residents have meaningful opportunities to influence project outcomes.

Accessibility

The community engagement program should be inclusive and accessible to all members of the community.

Consultants should incorporate translation and interpretation services for residents with limited English proficiency (LEP), as well as strategies that support participation by individuals with physical, sensory, cognitive, or other disabilities. Translation and interpretation should be incorporated into outreach materials, meetings, and any other engagement activities.

Proposals should also identify methods for reaching community members who are not typically civically engaged, including approaches that reduce participation barriers related to language, transportation, technology access, work schedules, childcare responsibilities, and familiarity with government planning processes.

G. Project Management

The scale, complexity, and interdisciplinary nature of Escondido 2040 will require exceptional project management. The City anticipates a large consultant team representing multiple disciplines and subconsultant firms, together with substantial involvement from City staff across numerous departments and functions. The program will also require ongoing coordination with stakeholders, community members, appointed bodies, and elected officials over a multi-year period.

For these reasons, the City views project management as a core component of the scope of work rather than an administrative function. Successful delivery of Escondido 2040 will depend on proactive leadership, effective communication, disciplined project controls, and a commitment to keeping technical work products aligned with the program's objectives, schedule, and budget.

The Consultant shall designate a **Primary Project Manager** who will serve as the City's primary point of contact throughout the duration of the project. The Primary Project Manager should have demonstrated experience leading complex, multidisciplinary planning efforts involving multiple workstreams, technical disciplines, agencies, stakeholders, and decision-making bodies.

The City is seeking a trusted partner who can provide not only project administration, but also strategic leadership. The Primary Project Manager should function as a collaborative counterpart to the City Project Manager, helping to maintain organizational alignment, navigate complex decisions, identify emerging challenges, resolve issues proactively, and sustain momentum across the program. The City places significant value on responsiveness, transparency, accountability, and the ability to anticipate problems before they affect project outcomes.

Project Management Responsibilities

The Primary Project Manager will be responsible for overall project management and coordination, including:

- Working closely with the City Project Manager through the duration of the project
- Managing all consultant and subconsultant activities
- Maintaining project scope, schedule, budget, and quality control
- Coordinating work efforts among technical disciplines to ensure consistency and integration across deliverables
- Identifying schedule risks, budget concerns, resource constraints, and potential project conflicts as early as possible
- Developing and maintaining project management tools, schedules, work plans, meeting records, action item logs, and decision logs
- Tracking project progress against approved milestones and deliverables
- Coordinating with City Project Manager to identify and resolve issues affecting project delivery
- Recommending strategies to maintain project momentum and achieve project objectives within available resources
- Ensuring that technical findings, policy recommendations, public engagement, environmental review, and implementation strategies remain coordinated throughout the program

Team Management and Coordination

Escondido 2040 will require a high degree of collaboration among consultants, subconsultants, City staff, and stakeholder groups. The City recognizes that successful project delivery depends not only on technical expertise, but also on the ability of the consultant team to function as a cohesive and well-managed organization.

Proposals should describe the Consultant's approach to team management, internal communication, subconsultant coordination, decision-making, conflict resolution, and accountability. Particular emphasis should be placed on how the Primary Project Manager will maintain alignment across disciplines, coordinate competing priorities, and ensure that recommendations remain integrated across all project components.

Respondents are encouraged to discuss their management philosophy, organizational structure, lessons learned from comparable projects, and the specific measures they employ to foster collaboration and maintain project performance over extended project durations.

Quality Assurance and Quality Control

Given the interconnected nature of the Master Plans, General Plan updates, Specific Plan updates, technical studies, environmental documentation, and implementation recommendations, the City expects a rigorous and clearly defined Quality Assurance/Quality Control (QA/QC) program.

Proposals should describe:

- The individuals responsible for QA/QC oversight
- The relationship between project management and quality control functions
- How deliverables will be reviewed prior to submission to the City
- Procedures for ensuring consistency across all project components
- Methods for verifying assumptions, methodologies, technical analyses, and data sources
- Procedures for identifying and resolving conflicts among technical disciplines
- Approaches for maintaining document quality, readability, and consistency
- Internal review milestones and quality control checkpoints throughout the project

Schedule and Budget Management

The Primary Project Manager shall be responsible for maintaining the overall project schedule and budget in close coordination with the City Project Manager.

Proposals should describe the processes, tools, and management practices that will be used to monitor progress, track expenditures, manage resources, and maintain accountability across all work efforts.

The City expects regular reporting on schedule status, budget performance, upcoming milestones, project risks, and corrective actions. Potential deviations from approved scope, budget, or schedule should be identified and communicated as early as practicable, together with recommended solutions and recovery strategies. The Consultant should demonstrate a proactive approach to managing schedule and budget performance rather than relying on corrective action after issues have emerged.

Meetings and Coordination

The Primary Project Manager and broader consultant team should anticipate a robust and ongoing coordination framework throughout the duration of the project.

Weekly Project Management Meetings

The Primary Project Manager and City Project Manager shall conduct weekly coordination meetings to review project status, discuss ongoing activities, identify upcoming decisions, monitor schedule and budget performance, resolve issues, and coordinate near-term work efforts.

Subject Matter Coordination Meetings

The Consultant should anticipate monthly or bi-monthly coordination meetings involving broader consultant and City staff teams, as appropriate. These meetings may focus on specific subject areas, including:

- Water
- Wastewater
- Stormwater and Drainage
- Transportation and Mobility
- Parks, Trails, and Open Space
- Land Use and Housing
- Economic Development
- Environmental Review
- Public Engagement
- Implementation and Capital Planning

These meetings are intended to facilitate interdisciplinary coordination, maintain consistency across work products, and ensure that technical recommendations remain aligned with City objectives, operational needs, and project priorities.

Executive-Level Coordination

The Primary Project Manager and appropriate members of the consultant team should anticipate periodic meetings with senior City leadership, executive management, appointed bodies, and elected officials to provide project updates, confirm strategic direction, and support key decision points throughout the planning process.

Project Management Plan

Within 30 days of contract execution, the consultant shall prepare a Project Management Plan for City review and approval. At a minimum, the Plan should establish:

- Roles and responsibilities
- Communication protocols

- Schedule management procedures
- Budget tracking and reporting procedures
- Deliverable review processes
- Decision-making and escalation protocols
- Risk management strategies and issue-resolution procedures
- QA/QC responsibilities and review processes
- Meeting schedules and coordination procedures

The Project Management Plan should demonstrate how the Consultant intends to manage a complex, multi-disciplinary planning program while maintaining accountability, transparency, and consistent progress toward the objectives of Escondido 2040.

H. Anticipated Future Tasks (for context only)

The City anticipates that the plans, policies, technical studies, and implementation strategies developed through Escondido 2040 will serve as a foundation for future planning initiatives. While the following efforts are not included in the current scope of work and should not be budgeted as part of this proposal, consultant teams should remain mindful of these potential future needs and, where appropriate, structure recommendations, data frameworks, and implementation strategies to support their successful future completion.

The City welcomes recommendations regarding additional future initiatives that may logically build upon the work products developed through Escondido 2040.

Citywide Historic Resources Survey

Escondido offers a diverse mix of housing stock that reflects nearly 150 years of growth and development. Of approximately 50,000 housing units citywide, more than 70 percent were constructed prior to 1990 and approximately 22 percent were constructed prior to 1970. The City’s most recent historic survey was conducted in 2001.

To identify and support preservation and appropriate management of potential historic resources while improving review efficiency and predictability, the City may pursue a Citywide Historic Resources Survey and associated historic preservation program updates. Potential work could include development of a streamlined methodology for evaluating structures and sites, including updated evaluation criteria, significance thresholds, and review procedures. The effort may also include targeted updates to previous survey findings, focused reconnaissance-level surveys, and recommendations for integrating historic resource considerations into future planning and development review processes.

Zoning Code Assessment and Update

The City will likely pursue a comprehensive assessment of and update to its Zoning Code to determine whether existing regulations continue to support community objectives, housing production goals, economic development priorities, infrastructure-led growth, and efficient permit processing.

Potential work could include evaluation of zoning districts, development standards, use regulations, parking requirements, procedural requirements, and implementation tools. The effort may also identify opportunities to improve clarity, usability, internal consistency, and alignment with the General Plan, Specific Plans, state law, and emerging planning best practices. Recommendations may include targeted amendments, modernization strategies, and a future work program for comprehensive code updates. The effort may also identify opportunities to simplify development standards and review procedures, improve code administration, and enhance consistency between adopted policies and regulatory implementation.

3. REFERENCE MATERIALS AND RESOURCES

Available reference materials and resources can be found at <https://www.escondido.gov/1313/Escondido-2040>

4. CONTRACT VALUE

The total budget for Escondido 2040 is **\$2.25 million, inclusive of any proposed contingency**. The City reserves the right to negotiate scope, budget allocation, task structure, optional services, assumptions, staffing, deliverables, and schedule with the highest-ranked proposer(s) prior to contract award.

The City recognizes that the full range of planning document updates, technical studies, environmental review, public engagement, and implementation activities identified in this RFP may exceed the available project budget if pursued at the same level of effort. As such, prospective consultant teams are encouraged to thoughtfully prioritize work efforts and identify where strategic investment, coordination, creativity and innovation can result in the greatest public value.

Proposals should clearly distinguish between:

- A recommended base scope that can be completed within the available budget and schedule; and

- Optional tasks, enhanced analyses, expanded engagement activities, or supplemental work products that could be pursued if additional funding becomes available or project priorities evolve.

The City encourages consultant teams to develop a work program that leverages efficiencies across tasks, minimizes duplication of effort, and integrates technical studies, planning updates, environmental review, and public engagement into a cohesive and implementation-oriented planning program.

Respondents are encouraged to explain how their proposed approach balances technical rigor, community value, implementation potential, schedule, and budget considerations.

5. SCHEDULE

A two-year work program is scheduled, consisting of overlapping phases of analysis, plan development, environmental review, and implementation planning. The following schedule reflects the City's current expectations regarding project sequencing; however, respondents are encouraged to recommend alternative approaches where doing so would improve efficiency, integration, or project outcomes.

Year One (November 2026 – November 2027) is anticipated to focus primarily on technical studies, infrastructure assessment and modeling, Master Plan development, initial General Plan work, and community engagement.

Year Two (July 2027 – July 2028) is anticipated to focus primarily on completion of the General Plan updates, preparation of the Specific Plan updates, CEQA documentation, implementation planning, and continued community engagement.

The City recognizes that activities such as community engagement, technical analysis, and environmental review may occur concurrently throughout the duration of the project.

The City reserves the right to modify the procurement schedule, cancel the solicitation, request additional information, conduct interviews with one or more firms, or enter into negotiations with the highest-ranked proposer(s) as necessary to support consultant selection.

Procurement Schedule and Selection

The City anticipates the following procurement schedule. Dates may be adjusted as needed.

Milestone	Date
RFP Issued	July 22, 2026
Questions Deadline	By 5 p.m. on August 17, 2026
Pre-Proposal Information Session (virtual)	August 17, 2026
Proposal Submission Deadline	By 5 p.m. on September 4, 2026
Interviews (virtual)	September 14 to September 18, 2026
Consultant Selection	September 25, 2026
Contract to City Council	October 7, 2026
Anticipated Notice to Proceed	November 5, 2026
In-Person Kickoff Meeting	November 16, 2026
Target Project Completion	July 1, 2028

6. SUBMITTAL REQUIREMENTS

The City recognizes that the full range of planning document updates and technical studies may exceed the currently available project budget. Proposals should therefore distinguish between the recommended base scope and separately priced optional tasks or enhanced work products. The prospective consultants should design a work plan that efficiently coordinates tasks and leverages related efforts where possible.

Proposals is limited to **40 total pages**, with a minimum 11-point font, and submitted on standard 8.5 x 11 pages, in searchable PDF format.

By submitting a proposal in response to this RFP, prospective consultants certify that they take no exceptions to the terms and requirements of this RFP, including the terms of the City’s standard form Consulting Agreement (which is attached hereto as **Exhibit 1**).

The City is looking for proposals that make informed choices based on policy direction, technical analysis, and public feedback. Successful responses should explain how the Consultant will allocate time and budget to the tasks best positioned to improve the quality, usefulness, and defensibility of the final work products.

To be considered responsive, proposals must include the following information in the order listed:

1. Cover Letter
2. Executive Summary
3. Project Understanding and Vision
4. Technical Approach and Work Program
5. Environmental Review Strategy
6. Community Engagement Approach
7. Project Management Approach, including:
 - Team Organization chart and responsibility matrix identifying each firm's role, key personnel with percent availability, major task assignments, and estimated percentage of total program allocated to each firm
8. Schedule
9. Assumptions

In addition, proposals must include the following supplemental information under separate cover. Supplemental materials **do not** count toward the Proposal narrative 40 page maximum.:

Cost Proposal

- Base Scope by task, subtask, firm, and labor categories
- Optional Services priced separately

Relevant Experience and References (Up to 5 Project Examples)

- Include reference contact name, email, and phone number
- Include at least one municipal client with a project greater than \$1 million

Key Staff Resumes

- Provide firm qualifications and primary team member 1-page resumes, for the Prime and all Subconsultants.

7. EVALUATION CRITERIA

The City is not required to choose the lowest-cost submission and will base its decision on the response that provides the strongest overall value and clearest path to successful completion.

Criteria	Points
Technical Approach and Methodology	25
Understanding of Project Objectives and Challenges	20
Project Management and Team Coordination	20
Community Engagement Strategy	15
Schedule and Deliverability	10
CEQA Strategy	5
Team Qualifications and Key Personnel Experience	5
Total	100

The City will act as the sole judge of the merit and qualifications of the materials and services offered and accept whatever proposal is deemed to be in the best interest of the City. The award of the contract will be all or nothing to one bidder.

The City reserves the right to:

1. Reject any or all proposals;
2. Request clarification of any submitted information;
3. Waive any informalities or irregularities in any proposal;
4. Not enter into any contract;
5. Cancel this process at any time;
6. Amend this process at any time;
7. Enter into negotiations with one or more consultants; and/or
8. Issue similar solicitations in the future; or request additional information from prospective consultants.

8. CONSULTING AGREEMENT

Any requested deviation from, exception to, or modification of the City's Standard Consulting Agreement (Exhibit 1) must be clearly identified and submitted with the proposal. Proposed changes should be submitted in the form of track changes of Exhibit 1. Any requested modifications of Exhibit 1 that are not included in the original proposal may not be considered during contract negotiations, except as otherwise permitted by the City.

All subconsultants proposed as part of the consultant team shall be identified in the proposal. The Prime Consultant shall remain fully responsible for the performance, coordination, and management of all subconsultants and subcontracted work. During proposal evaluation, the City may consider the distribution of responsibilities, labor hours, and contract value among the Prime Consultant and subconsultants in determining the team's ability to successfully deliver the project. Proposals shall identify each subconsultant firm's role, major task assignments, and estimated percentage of total contract value and labor hours allocated to each subconsultant firm.

The City recognizes that staffing changes may occur over the course of a multi-year project. The Consultant shall use reasonable efforts to maintain continuity among key personnel throughout the duration of the project. The City shall be notified of any proposed changes to the Primary Project Manager, Project Principal, or other key team members identified in the proposal. Replacement personnel shall possess qualifications and experience that are substantially comparable to those of the originally proposed staff.

CLOSING THOUGHTS

A Partnership Opportunity

Escondido 2040 is an opportunity to help Escondido make consequential choices about how it grows, adapts, invests, and serves its residents in the decades ahead. The City is seeking a consultant team that recognizes the significance of that opportunity. Escondido does not need a team that simply prepares plans; it seeks a partner that understands how infrastructure, land use, mobility, housing, economic development, environmental stewardship, and implementation decisions intersect to shape both the daily lives of residents and the community’s long-term success.

The City welcomes proposals that are inventive, thoughtful, and grounded in practical implementation. The strongest responses will demonstrate not on technical expertise, but also sound judgement: how work should be sequenced, where resources should be focused, which efforts can be streamlined, how the community should be engaged, and how the program can deliver the greatest public value within the available budget and schedule. Respondents are encouraged to bring forward innovative ideas, identify opportunities for integration and efficiency, and challenge conventional approaches where doing so may produce better outcomes.

Ultimately, success will not be measured by the number of plans completed, studies prepared, or meetings held. It will be measured by whether Escondido emerges from this effort with a clearer understanding of its future, stronger alignment between growth and infrastructure, and a practical roadmap for making better decisions in the years ahead.

We look forward to partnering with a team that shares that vision.

Attachments:

Attachment 1 – List of Required Administrative Forms

Attachment 2 – General Conditions

Exhibits:

Exhibit 1 – Consulting Agreement Template

Exhibit 2 – Noncollusion Declaration

Attachment 1 – Required Administrative Forms

To execute a contract, the City of Escondido requires consultants to provide the following:

- City of Escondido Business License
- Certificates of Insurance and other insurance documentation meeting the requirements detailed in Exhibit 1
- W-9s
- Authorized Signatory Document
- Non-collusion Declaration (attached hereto as **Exhibit 2**)
- Any other procurement forms, as requested

Attachment 2 – General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP, as advertised, and the specification requirements detailed in this RFP (including the following General Provisions) are subject to all provisions of the Ordinances of the City of Escondido. Each prospective consultant submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, company, or corporation. A non-collusion declaration shall be properly completed and returned with the proposal documents. The Non-Collusion Declaration form is attached to this RFP as Exhibit 2.

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. **Public Information:** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. **Confidential Information:** Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. **Addendums:** The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. **Proposal Preparation Cost:** The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. **Withdrawal of Proposal:** A prospective consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.
6. **Inaccuracies or Misinterpretations:** Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the Prospective consultant if the City determines that said Prospective consultant

- has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. **Optional Items:** Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.
 8. **Business License:** The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.
 9. **Signature:** All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
 10. **Right to Reject Proposal:** The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.
 11. **Right to Conduct Personal Interviews:** The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.
 12. **Right to Request Additional Information:** Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.
 13. **Right to Determine Financial Responsibility and Viability:** The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
 14. **Understanding the Services to be Performed:** By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.
 15. **Award of Contract:** Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within five days after notification of award, the City may,

subject to its sole discretion: (i) give notice to the prospective consultant of the City's intent to select from the remaining prospective consultants or (ii) issue a new RFP for the services.

16. **Contract Funding:** The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.
17. **City Provisions to Prevail:** The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.
18. **Equal Employment Opportunity:** The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.
19. **Consulting Agreement:** Consultants submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.
20. **Prospective Consultant's Invoices:** Invoices shall be prepared and submitted to the Development Services Department, ATTN: Sally Schifman, Principal Planner, 201 N. Broadway, Escondido, CA 92025 or via email to sally.schifman@escondido.gov. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. **Payment Terms:** The City’s payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective consultant’s invoice or upon receipt of the goods or services, whichever is later.
22. **Insurance Requirements:** The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.
23. **Public Agency Clause:** It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO



EXHIBIT 1

City of Escondido Consulting Agreement

This Consulting Agreement (“Agreement”) is made and entered into as of the last signature date set forth below (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Sally Schifman, Principal Planner
760-839-4514
("CITY")

And: [Name]
[Entity Type: e.g., “a California corporation”]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[Telephone number]
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to prepare Escondido 2040, a comprehensive planning and implementation program that includes updates to key components of the City's General Plan, Master Plans, and Specific Plans, together with associated technical studies, environmental review, and community engagement activities;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of [\$Dollar Amount]. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY’s prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment “B”, attached to this Agreement and incorporated herein by this reference (“Personnel List”), to perform the Services. CONSULTANT shall not subcontract any component of the Services without obtaining the City’s prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days’ advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY’s prior written consent.

7. Insurance Requirements.

- a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY’s Risk and Safety Division.
 - (3) *Workers’ Compensation.* Worker’s Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT’s profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best’s rating of no less than A-: FSC VII, or as approved by the CITY.

- (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
- (3) *Primary Coverage.* CONSULTANT’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.
- (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
- (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
- (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers’ Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
- (7) *Self-Insurance.* CONSULTANT may, with the CITY’s prior written consent, fulfill some or all of the insurance requirements contained in

this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
 - (9) *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - (10) *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - (11) *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- c. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until

CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT’s agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with CONSULTANT’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT’s proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT’s agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY’s prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY’s consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY’s prior written consent, CONSULTANT shall be the sole payee under this

Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable “General Prevailing Wage Determination” approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 (“IRCA”). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and

that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

City of Escondido

RFP No. 26-34 – Escondido 2040 “Infrastructure Leading Land Use”

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

City of Escondido

Date: _____

Dane White
Mayor

[CONSULTANT COMPANY NAME]

Date: _____

[Name & Title]

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, CITY ATTORNEY

By: _____

DATE: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT “A” – Scope of Work

A. General

Company LLC, a Delaware limited liability company (“Consultant”) will provide the City of Escondido, a California municipal corporation (“City”) with professional planning, engineering, environmental, public engagement, and implementation support services necessary to prepare the Escondido 2040 program, including updates to the City's General Plan, Master Plans, and Specific Plans, together with supporting technical studies, environmental review, public engagement, project management, and implementation recommendations.

B. Location

Consultant shall perform services related to the Escondido 2040 program at locations as necessary to complete the services, including the City of Escondido, City Hall, project planning areas, public meeting venues, community engagement locations, and the Consultant's offices. Certain services may be performed remotely, while other activities, including project meetings, workshops, presentations, field investigations, and community engagement events, may be conducted within the City of Escondido.

C. Services

CONSULTANT shall provide all labor, materials, equipment, technical expertise, analysis, facilitation, environmental review, public engagement, project management, and related professional services necessary to complete the Escondido 2040 planning and implementation program.

Task 1 – Project Management

CONSULTANT shall provide overall project management, coordination, scheduling, budget management, quality assurance/quality control (QA/QC), and consultant team oversight for the duration of the project. Services shall include coordination with City staff, management of subconsultants, preparation of project schedules, progress reporting, meeting facilitation, and maintenance of project records.

Task 2 – Master Plan Updates

CONSULTANT shall prepare updates to the City's infrastructure and resource planning framework, including:

- a. Water Master Plan Update
- b. Wastewater Master Plan Update
- c. Stormwater and Drainage Master Plan Update
- d. Transportation Master Plan
- e. Parks, Trails, and Open Space Master Plan

Master Plans shall evaluate existing conditions, future demand, system deficiencies, capital improvement needs, growth assumptions, funding considerations, and implementation strategies necessary to support the City's long-term planning objectives.

Task 3 – General Plan Updates

CONSULTANT shall prepare updates to selected components of the City's General Plan, including:

- a. Chapter II – Land Use and Community Form
- b. Chapter III – Mobility and Infrastructure

Services shall include policy analysis, stakeholder engagement, technical evaluations, preparation of draft and final plan amendments, mapping updates, and implementation recommendations.

Task 4 – Technical Studies

CONSULTANT shall prepare technical studies necessary to support the Escondido 2040 program, including:

- a. Housing Market Feasibility Analysis
- b. Downtown Focused Parking Study and Parking Regulations Assessment

Technical studies shall provide data, analysis, findings, and recommendations necessary to inform planning, policy, and implementation decisions.

Task 5 – Specific Plan Updates

CONSULTANT shall prepare updates to the following Specific Plans:

- a. Downtown Specific Plan
- b. South Centre City Specific Plan

Services shall include evaluation of existing plans, development standards, land use policies, economic development strategies, mobility considerations, implementation measures, and related planning analyses.

Task 6 – Environmental Review

CONSULTANT shall prepare all environmental documentation necessary to support adoption of the Escondido 2040 program and related planning documents in compliance with the California Environmental Quality Act (CEQA). Services shall include preparation of an initial CEQA strategy memorandum, technical analyses, environmental documentation, public review materials, responses to comments, and final environmental documents as required.

Task 7 – Community Engagement

CONSULTANT shall develop and implement a community engagement program that supports meaningful public participation throughout the project. Services may include preparation of a Community Engagement Plan, stakeholder outreach, public workshops, community meetings, surveys, digital engagement activities, participation tracking, analysis of public input, and preparation of engagement summaries.

Task 8 – Implementation Strategy

CONSULTANT shall prepare implementation recommendations to support execution of Escondido 2040. Services shall include identification of capital improvement priorities, policy actions, regulatory recommendations, implementation measures, funding opportunities, phasing strategies, and performance metrics.

Task 9 – Project Deliverables

CONSULTANT shall prepare draft and final deliverables necessary to complete the Services, including technical memoranda, maps, GIS data, meeting materials, presentations, technical studies, planning documents, environmental documentation, implementation programs, and other work products required by the Scope of Work and approved by the City.

D. Scheduling

CONSULTANT shall commence work upon receipt of a Notice to Proceed from the CITY and shall complete all Services no later than July 1, 2028, unless otherwise approved by the CITY in writing.

CONSULTANT shall prepare and maintain a detailed project schedule identifying all major tasks, milestones, deliverables, public engagement activities, meetings, environmental review milestones, and adoption actions. The schedule shall be updated periodically throughout the project and provided to the CITY upon request.

CONSULTANT shall coordinate all work activities with the CITY Project Manager and shall immediately notify the CITY of any condition that may affect the timely completion of the Services.

E. Contract Price and Payment Terms

The total compensation payable to CONSULTANT under this Agreement shall not exceed \$_____ without prior written authorization from the CITY.

The contract price shall include all labor, personnel, subconsultant costs, materials, equipment, software, travel, meetings, public outreach, administrative expenses, overhead, profit, and all other costs necessary to perform the Services described in this Agreement.

Unless otherwise approved by the CITY, CONSULTANT shall be compensated on a time-and-materials basis in accordance with the fee schedule attached as Exhibit 1, and shall be subject to the not-to-exceed amount established by this Agreement.

CONSULTANT shall submit monthly invoices itemizing services performed, personnel hours, labor classifications, subconsultant charges, reimbursable expenses (if authorized), and percent completion of applicable tasks. Invoices shall reference the task or work element associated with the services performed during the billing period.

Payment shall be made within 30 days following receipt and approval of a properly submitted invoice. The CITY reserves the right to withhold payment for services that have not been performed in accordance with the requirements of this Agreement.

No payment shall be made for work performed outside the approved Scope of Work unless authorized in writing by the CITY.

F. Term

The term of this Agreement shall commence on the Effective Date and shall continue through **July 1, 2028**, unless terminated earlier in accordance with the provisions of this Agreement.

The term of this Agreement may be extended by mutual written agreement of the Parties.

CONSULTANT shall commence performance of the Services upon receipt of a Notice to Proceed from the CITY and shall diligently prosecute the Services to completion in accordance with the approved project schedule.

G. Other

Integrated Planning Framework

CONSULTANT shall develop project recommendations using a coordinated and integrated approach that aligns infrastructure planning, land use policy, mobility, housing, economic development, environmental stewardship, and implementation strategies. Recommendations shall be developed using consistent assumptions and shall support the guiding principle that infrastructure should lead land use.

Public Meetings and Presentations

CONSULTANT shall attend and participate in project meetings, workshops, stakeholder meetings, Planning Commission meetings, City Council meetings, and other public meetings at the request of the CITY and as reasonably necessary to complete the Services.

Data and File Transfer

CONSULTANT shall provide all electronic files generated under this Agreement in formats acceptable to the CITY, including GIS data, modeling files, databases, editable documents, graphics, and supporting technical analyses.

Regulatory Compliance

CONSULTANT shall perform the Services in accordance with all applicable federal, state, regional, and local laws, regulations, standards, and guidance documents.

Quality Assurance and Quality Control

CONSULTANT shall maintain and implement a QA/QC program throughout the duration of the project to ensure technical accuracy, consistency, completeness, and quality of all deliverables.

Use of Artificial Intelligence (AI)

The CITY recognizes that Artificial Intelligence (AI) tools may be used by CONSULTANT to support research, data analysis, content development, administrative tasks, or other project activities.

The use of AI shall not diminish the CONSULTANT'S responsibility for the quality, accuracy, originality, completeness, legality, or professional judgment reflected in any work product prepared under this Agreement.

CONSULTANT shall remain solely responsible for all analyses, recommendations, conclusions, technical documents, environmental documentation, public-facing materials, and other deliverables provided to the CITY.

CONSULTANT shall independently verify the accuracy and reliability of all information before submission to the CITY.

CONSULTANT shall not upload confidential, sensitive, proprietary, or otherwise non-public CITY information to publicly available AI platforms unless expressly authorized in writing by the City and consistent with all applicable confidentiality, security, and data protection requirements.

Upon request, CONSULTANT shall disclose the extent to which AI tools were used in the preparation of project deliverables and describe the quality control measures employed to validate resulting work products.

The CITY reserves the right to require revision or replacement of any deliverable that relies upon inaccurate, unverified, plagiarized, misleading, or otherwise deficient AI-generated content.

ATTACHMENT “B” – Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below and shall not subcontract any component of the Services without obtaining the City’s prior written consent. [Please indicate “N/A” if no person is designated (e.g., if CONSULTANT is a sole proprietor and will not use additional personnel).]

[Name, Title, Email Address, Company]; and

[Name, Title, Email Address, Company].

Acknowledged by:

Date: _____

[CONSULTANT Name/Title]

EXHIBIT 2

NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido’s Request for Proposals No. 26-34 – Escondido 2040 is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

Date

Signature, Title

Signature, Title

Of _____

Of _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, City Attorney

By: _____



STAFF REPORT

October 7, 2026

File Number 0600-10; A- 3625

SUBJECT

CONSULTING AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ADDITIONAL TRAFFIC ENGINEERING SERVICES

DEPARTMENT

Public Works, Traffic Engineering

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-170, authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with HR Green Pacific, Inc. for traffic signal synchronization on three corridors with an intersection design study, along with the Comprehensive Active Transportation life safety improvements previously approved around school zones for engineering services. The total amount of the signal synchronization added work is \$294,645 to be billed hourly over the course of one year.

Staff Recommendation: Approval (Public Works: Joe Goulart, Director of Public Works)

Presenter: Ali Shahzad, City Traffic Engineer

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Build Trust and Accountability; Prioritize Public Safety; Measure I Investments

FISCAL ANALYSIS

The cost associated with this consulting agreement will be fully paid from the Capital Improvement Program project accounts Traffic Signal Synchronization \$200,000, Citracado Parkway Intersection Design Study \$100,000 (Measure I One-time Approved March 4, 2026) and (Traffic Safety – CATS/Safe Routes to Schools \$1,900,000 One-time Measure I Approved March 4, 2026 as well as \$250K annual funding till 2031 in the 5-year budget from TransNet Acct. 1230) and will have no impact on the General Fund. The Consulting Agreement with HR Green Pacific, Inc. for Signal synchronization and CATS Life safety improvements for traffic engineering services will be in the amount of \$479,645, which will be billed hourly over the course of one year, to multiple capital improvement projects.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On March 4, 2026, the Measure I Local District Tax Fund FY2025/26 Budget – Traffic Safety accepting Capital Improvement budget for signal synchronization for these corridors and Measure I fund for authorizing the funding of a number of programs and projects.

On June 17, 2026, City Council adopted Resolution No. 2026-93 (Attachment “1”) and Resolution No. 2026-95 (Attachment “2”). These Resolutions adopted the Capital Improvement Program and Budget Document which included funds for infrastructure projects over the next five years.

Measure I Local District Tax Fund FY2025/26 Budget – Traffic Safety

	Description	Amount	Annual / One-Time	Status
New – 01.15.26	Transportation & Community Safety	\$35,000	One-Time	Approved January 15, 2026
New – 03.04.26	Traffic Safety - CATS/Safe Routes to Schools	1,900,000	One-Time	Approved March 4, 2026
New – 03.04.26	Traffic Safety – Juniper/Grand Ave Traffic Calming	90,000	One-Time	Approved March 4, 2026
New – 03.04.26	Traffic Safety – SR-78/Lincoln	75,000	One-Time	Approved March 4, 2026
New – 03.04.26	Traffic Safety – Corridor signal coordination	200,000	One-Time	Approved March 4, 2026
	Total	\$2,300,000		



CITY of ESCONDIDO

STAFF REPORT

CITY OF ESCONDIDO
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND BUDGET
FISCAL YEARS 2026/27-2030/31

Streets

W Valley Pkwy and Citracado Intersection Design Study



Essential Service: Traffic Safety
Council Priority: Prioritize Public Safety

Start Date: July 1, 2026 **End Date:** June 30, 2027

Description:

Implements targeted improvements at a high-demand intersection based on traffic analysis and operational data to improve traffic flow and reduce congestion. Enhancements may include signal timing adjustments, striping modifications, and intersection configuration changes to improve safety and performance. This project supports data-driven intersection management and system efficiency.

Operating Impacts:

Routine signal and signage maintenance will be incorporated into existing operations. No significant additional operating costs are anticipated.

Project Cost	FY2026/27 Projected Cost	FY2027/28 Projected Cost	FY2028/29 Projected Cost	FY2029/30 Projected Cost	FY2030/31 Projected Cost	Total Projected Cost
Design Study & implementation	\$100,000	-	-	-	-	\$100,000
Total	\$100,000	-	-	-	-	\$100,000

Funding Source	FY2026/27 Projected Funding	FY2027/28 Projected Funding	FY2028/29 Projected Funding	FY2029/30 Projected Funding	FY2030/31 Projected Funding	Total Projected Funding
Measure I	\$100,000	-	-	-	-	\$100,000
Total	\$100,000	-	-	-	-	\$100,000



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City initially entered into an On-Call Professional Services Agreement with HR Green Pacific, Inc. for an amount of **\$185,000.00**, which was executed under staff administrative authority. Staff is now requesting City Council approval for a Consulting Agreement to add a suite of critical traffic signal synchronization projects totaling **\$479,645.00**. Because the new cumulative total for these combined services is **\$664,645.00**, the contract exceeds the \$200,000 threshold and requires formal City Council authorization. Funding for this amendment is available in the Measure I One-time Approved March 4, 2026.

As the City previously authorized a Not-to-Exceed amount of **\$185,000.00** under the original On-Call Professional Services Agreement for the CATS Safe Routes to School Life, safety and quick build improvements.

This Consulting Agreement authorizes an additional **\$294,645.00** for the specific traffic signal synchronization projects on three corridors with an intersection design study detailed in Exhibit 1 of the Consulting Agreement. The total cumulative compensation under this Consulting Agreement, as amended, shall not exceed **\$664,645.00** without prior written authorization from the City Council.

- **Item 1: Comprehensive Active Transportation Strategy (CATS) (\$185,000):** This initiative focuses directly on pedestrian and life-safety improvements. It implements **Safe Routes to School infrastructure and "Quick Build" improvements** around school zones to immediately enhance safety for vulnerable road users. This phase builds upon initial life-safety work previously authorized under the City Manager's authority.
- **Items 2 & 3: Signal Synchronization and Optimization (\$294,645 total):** These initiatives address regional traffic congestion and vehicle flow. Item 1 focuses on a massive **55-intersection signal synchronization project** along the heavily trafficked El Norte Parkway and Valley Parkway corridors (\$199,565). Item 2 complements this effort by optimizing **10 intersections along Citracado Parkway** and funding a specialized **4-intersection design study** at the intersection vicinity of Citracado Parkway and Valley Parkway (\$95,080) to improve overall arterial efficiency and safety.

Staff recommends approval of Resolution No. 2026-170 authorizing a Consulting Agreement that would allow the Engineering Division to add one full time experienced project manager and professional engineer that would be assigned to manage multiple Capital Projects through the planning, design, and construction phases. Staff further recommends that the City Manager be authorized to execute extension of the Consulting Agreement for up to three one-year optional extension periods.

RESOLUTIONS

- a. Resolution No. 2026-170



CITY *of* ESCONDIDO

STAFF REPORT

- b. Resolution No. 2026-170—Exhibit “A”—Consulting Agreement

ATTACHMENTS

- a. Attachment “1”— Resolution No. 2026-93
- b. Attachment “2”—Resolution No. 2026-95

RESOLUTION NO. 2026-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH HR GREEN PACIFIC, INC. FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES RELATED TO THE 2026 TRAFFIC SIGNAL OPTIMIZATION, SYNCHRONIZATION PROJECTS (EL NORTE PKWY, VALLEY PKWY, CITRACADO PKWY WITH THE INTERSECTION DESIGN STUDY), AND COMPREHENSIVE ACTIVE TRANSPORTATION STRATEGY (CATS) SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City of Escondido owns, operates, and maintains a citywide transportation network, including traffic signals, roadways, pedestrian facilities, bicycle facilities, and school access routes, that support the safe and efficient movement of residents, businesses, visitors, emergency responders, and all roadway users; and

WHEREAS, the City is implementing improvements to its traffic signal communications network and traffic signal controller infrastructure to enhance operational efficiency, safety, system reliability, and traffic progression throughout the City; and

WHEREAS, the City solicited and received a proposal from HR Green Pacific, Inc. to provide professional traffic engineering and transportation planning services for a series of transportation initiatives identified by the City; and

WHEREAS, the proposed services include traffic signal optimization and synchronization along El Norte Parkway, Valley Parkway, and Citracado Parkway, consisting of a total of sixty-five (65) signalized intersections; and

WHEREAS, the proposed services further include an Intersection Design Study for four (4) intersections in the vicinity of Citracado Parkway and Valley Parkway to evaluate operational improvements, safety enhancements, multimodal accommodations, and potential geometric modifications; and

WHEREAS, the proposed services also include preparation of a Comprehensive Active Transportation Strategy (CATS), Safe Routes to School planning and engineering recommendations, and Life Safety and Quick Build Improvements intended to improve mobility, accessibility, and transportation safety throughout the City; and

WHEREAS, City staff has reviewed the proposal submitted by HR Green Pacific, Inc. and determined that the firm possesses the qualifications, experience, technical expertise, and resources necessary to successfully perform the required services; and

WHEREAS, the City Council finds that entering into a Consulting Agreement with HR Green Pacific, Inc. is in the best interests of the City and will support the City's transportation, mobility, safety, and operational goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That City Council authorizes the Mayor to execute, on behalf of the City, a Consulting Agreement with HR Green Pacific, Inc., which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.
3. That the City Manager is authorized to approve amendments to this contract for up to

three one-year options to extend the initial term.

4. Funding for the Consulting Agreement shall be provided from available appropriations within the applicable capital improvement, transportation, grant, or operating budgets, as approved by the City Council.

5. This Resolution shall take effect immediately upon adoption.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Ali Shahzad, PE.
City Traffic Engineer
760-839-4541
("CITY")

And: HR Green Pacific, Inc
a California corporation
1260 Corona Pacific Court, Suite 305
Corona, CA 92879
Attn: Timothy J. Hartnett, Vice President
855-900-4742
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide traffic engineering services for the: (1) City of Escondido Signal Synchronization Project – El Norte Parkway and Valley Parkway; (2) Signal Optimization along Citracado Parkway and Intersection Design Study for the intersections in the vicinity of Citracado Parkway and Valley Parkway;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of

Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$294,645**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

- (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any

violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

HR Green Pacific, Inc.

Date: _____

Timothy J. Hartnett, Vice President

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

HR Green Pacific, Inc. ("Consultant") shall provide the City of Escondido ("City") with professional traffic engineering, signal timing, design, bid support, and limited construction support services as described herein.

B. Location

Consultant shall provide services at various locations including the following intersections:

- Item 1: Escondido Signal Synchronization Project – El Norte Parkway and Valley Parkway (total 55 Intersections):
 - El Norte Parkway between Country Club Lane and Valley Parkway (24 Intersections)
 - Valley Parkway between Citracado Parkway and Lake Wohlford Road (31 Intersections)
- Item 2: Citracado Parkway (10 intersections) and Intersection Design Study for the intersections in the vicinity of Citracado Parkway and Valley Parkway intersection (4 intersections).

C. Services

Consultant shall provide services as described in Consultant's proposal, which is attached hereto and incorporated herein as **Exhibit 1**. In the event of conflict between this Agreement and Exhibit 1, the terms of this Agreement shall prevail. Services shall generally include:

Item 1: Consultant and Fehr & Peers, Consultant's subconsultant, will work as an integrated team to prepare coordinated traffic signal timing plans. Fehr & Peers will lead the El Norte Parkway corridor and five intersections along Valley Parkway in the vicinity of El Norte Parkway and Valley Parkway with a total of 30 intersections. Consultant will lead the remaining Valley Parkway corridor with a total of 25 intersections and will serve as the prime consultant responsible for project management, quality control, and final submittals to the City. Both firms will conduct peer reviews of each other's work to maintain consistency across corridors and deliverables.

Item 2: Consultant will support the City by preparing, reviewing, optimizing, and documenting coordinated traffic signal timing plans for Citracado Parkway. The work will be developed in accordance with the latest California Manual on Uniform Traffic Control Devices, the City's operational preferences, and industry best practices. The final optimized timing parameters and coordination plans will be prepared for implementation in the City's upgraded SWARCO Omni controller environment. Implementation of the timing sheets will be performed by others.

Additionally the City seeks to improve traffic flow and safety on the roadway network near and including the Citracado Parkway and West Valley Parkway intersection in the City. The adjacent intersections include:

- Citracado Pkwy/ Johnston Pkwy
- W Valley Pkwy/ Knoll View
- W Valley Pkwy/ Claudan Rd

Some of the traffic issues identified by the City for the intersection design study at the subject locations include:

- The mobile Park driveway tends to be blocked by heavy northbound left turn volumes. Vehicles exiting the mobile park find it difficult to make left turns at the Knoll View intersection.
- The right turn volumes at the westbound Citracado Pkwy to W Valley Pkwy is heavy and

currently operated with “No Right Turn on Red” traffic control during the AM and PM peak hours.

- Right turning traffic at Johnston Pkwy to Citracado Pkwy faces heavy southbound traffic and is further affected by the spillage of left turns traffic at southbound Citracado to Johnston Pkwy on to the through lanes.
- The existing bus stop and lane drop at W Valley Pkwy causes additional issues to the movement of traffic.

Consultant will lead the efforts for the retiming of 10 intersections along the Citracado Pkwy corridor and the traffic study for the Citracado Pkwy/ W. Valley Pkwy intersection vicinity.

Consultant shall provide professional traffic engineering, signal timing design, bid support, construction support, project management, and quality control services for the City of Escondido's:

1. Signal Synchronization Project – El Norte Parkway and Valley Parkway (total 55 Intersections); and
2. Citracado Parkway (10 intersections) and Intersection Design Study for the intersections in the vicinity of Citracado Parkway and Valley Parkway intersection (4 intersections).

D. Scheduling

Consultant shall commence work upon issuance of a Notice to Proceed from the City. Consultant shall coordinate meetings, field reviews, and submittals with the Ali Shahzad, ali.shahzad@escondido.gov (760) 839-4541 City's Project Manager. See Exhibit 1 for the anticipated project schedule. The schedule is contingent upon timely review of submittals and coordination by the City.

E. Contract Price and Payment Terms

The total compensation under this Agreement shall not exceed **\$294,645**. The following budgets for each task item shall remain firm throughout the term of this Agreement.

Total Fee for El Norte and Valley Parkway Signal Synchronization	
HR Green for Valley Parkway	\$91,100
F&P for El Norte Parkway	\$86,565
SurveyCount for ADT and TMC Counts	\$21,900
Total	\$199,565

Total Fee for Signal Sync for Citracado Pwy and Traffic Study	
Task	Fee
HR Green for Citracado	\$89,380
SurveyCount for ADT and TMC Counts	\$5,700
Total	\$95,080

Consultant shall submit monthly invoices based on work completed and percentage progress for each task. The City shall process payment within 30 days of receipt and approval of invoices. The contract price includes labor, standard engineering services, project management, meetings, coordination, and preparation of design and bid documents necessary to complete the scope described herein.

F. Term

The term of this Agreement shall commence on the Effective Date and continue through **June 30, 2027**, unless otherwise extended or terminated in accordance with the Agreement.

G. Other

- The final number of intersections and count locations will be confirmed with the City before data collection begins.
- Existing Synchro models, timing sheets, as-built plans, controller databases, and available speed information will be provided by the City, if available.
- Implementation of timing sheets and controller programming will be performed by others.
- Consultant and Fehr & Peers will provide fine-tuning of plans after timing plans are programmed.
- City reviews will occur in a timeframe that supports the project schedule.
- Operational benefits will be documented using before-and-after travel time studies conducted under comparable conditions, to the extent practicable.
- Any services outside the scope described herein shall be considered Additional Services and subject to separate authorization by the City.
- Consultant shall maintain all licenses, insurance, and professional registrations required under the Agreement and applicable California law.
- Consultant shall comply with all applicable federal, state, and local regulations, standards, and guidelines, including applicable Caltrans standards and the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed in **Exhibit 2** to this Attachment B, which is attached hereto and incorporated herein by this reference.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

Timothy J. Hartnett, Vice President

EXHIBIT 2

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below. [Please indicate "N/A" if no person is designated (e.g., if CONSULTANT is a sole proprietor and will not use additional personnel).]

1. Min Zhou, PE, Principal-in-Charge, min.zhou@hrgreen.com, HR Green Pacific, Inc.
2. Yogesh Mantri, PE, PTOE, RSP 1, Project Manager, Traffic Engineering/Development Review + Traffic Operations Task Lead, yogesh.mantri@hrgreen.com, HR Green Pacific, Inc.
3. Art Casillas, PE, Project Manager, acasillas@hrgreen.com, HR Green Pacific, Inc.
4. Tina York, PE, QA/QC Manager, tyork@hrgreen.com, HR Green Pacific, Inc.
5. Chase Keys, PE, Traffic Engineering/Development Review Task Lead, ckeyes@hrgreen.com, HR Green Pacific, Inc.
6. Dan Shane, PE, PTOE, Traffic Operations Task Lead, dshane@hrgreen.com, HR Green Pacific, Inc.
7. Lillyanna Diaz, Traffic Engineering/Development Review Task Lead, ldiaz@hrgreen.com, HR Green Pacific, Inc.
8. Monica Pangco, Support Engineer, mpangco@hrgreen.com, HR Green Pacific, Inc.
9. Trent MacDonald, Support Engineer, tmacdonald@hrgreen.com, HR Green Pacific, Inc.
10. Jeanne MacDonald, Support Engineer, jmacdonald@hrgreen.com, HR Green Pacific, Inc.
11. Alex Ye, Support Engineer, alex.ye@hrgreen.com, HR Green Pacific, Inc.
12. John DuMontelle, Support Engineer, john.dumontelle@hrgreen.com, HR Green Pacific, Inc.
13. John Gonzalez, Support Engineer, john.gonzalez@hrgreen.com, HR Green Pacific, Inc.
14. Desiree Flores, PE, Support Engineer, dflores@hrgreen.com, HR Green Pacific, Inc.
15. Jason Xu, Project Manager, ja.xu@fehrandpeers.com, Fehr & Peers
16. Baldwin Ngai, Senior Transportation Engineer, B.Ngai@fehrandpeers.com, Fehr & Peers
17. Andrew Scher, Senior Transportation Engineer, A.Scher@fehrandpeers.com, Fehr & Peers
18. Mark Howard, Associate/ Project Engineer, M.Howard@fehrandpeers.com, Fehr & Peers
19. Mike Johnstone, Associate/ Project Engineer, M.Johnstone@fehrandpeers.com, Fehr & Peers

- 20. Brian Wolfe, Transportation Engineer, B.Wolfe@fehrandpeers.com, Fehr & Peers
- 21. Gabriel Garcia, Support Engineer, G.Garcia@fehrandpeers.com, Fehr & Peers
- 22. Lydia Rowen, Support Engineer, L.Rowen@fehrandpeers.com, Fehr & Peers
- 23. Matthew Brown, Support Engineer, M.Brown@fehrandpeers.com, Fehr & Peers
- 24. Lauren Stevens, Support Engineer, L.Stevens@fehrandpeers.com, Fehr & Peers
- 25. Tyler Brink, Support Engineer, t.brink@fehrandpeers.com, Fehr & Peers
- 26. Felipe Ortega, Traffic Operations Task Lead (Senior Signal Systems Specialist),
ortega@llgengineers.com, Linscott, Law & Greenspan

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Min Zhou 9/10/2026

Min Zhou, Regional Director

HR Green Pacific, Inc.

[CONSULTANT Name/Title]

August 28, 2026

Ali Shahzad, PE
City Traffic Engineer
Public Works | Traffic Engineering Services
City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Proposal for City of Escondido Signal Synchronization Project – El Norte Parkway and Valley Parkway (total 55 Intersections)

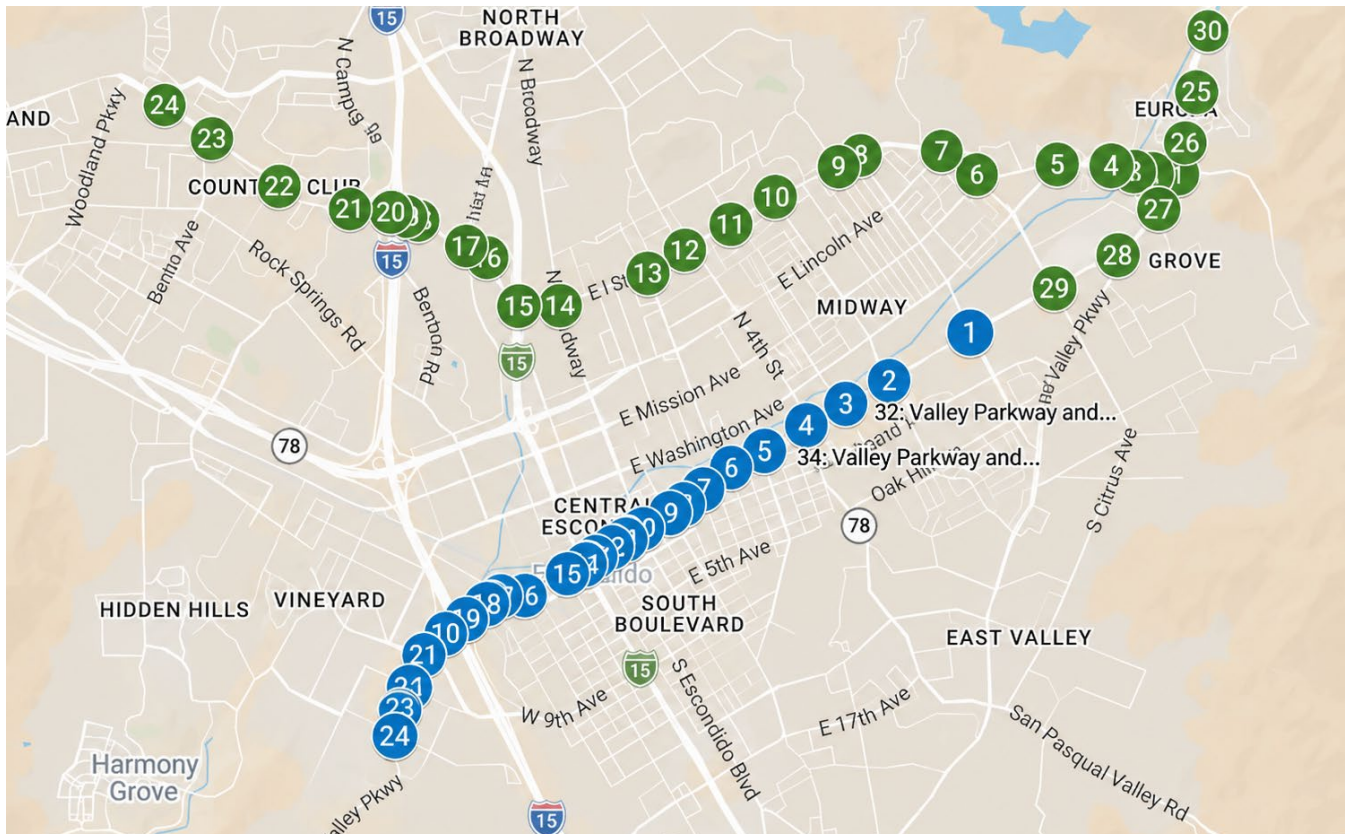
Dear Mr. Shahzad,

HR Green Pacific, Inc. (HR Green) is pleased to submit this proposal to provide professional traffic engineering services for the City of Escondido Signal Synchronization Projects. This is a task order under HR Green's On-Call Traffic contract with the City of Escondido.

Through this task we will prepare review and optimize signal timing for the following corridors:

- ❖ El Norte Parkway between Country Club Lane and Valley Parkway (24 Intersections)
- ❖ Valley Parkway between Citracado Parkway and Lake Wohlford Road (31 Intersections)

The Google Map link below shows the project intersections for the listed corridors.



[City of Escondido 2026 Signal Retiming Project - Google My Maps](#)



Our primary contact for this project is **Yogesh Mantri, PE, PTOE, RSP 1**. Yogesh has more than 30 years of experience leading traffic signal timing, coordination, and optimization projects for public agencies. He can be reached at 480.283.7229 or by email at yogesh.mantri@hrgreen.com.

We have teamed up with Fehr and Peers and Survey Count, Inc. for this project. Jason Xu will serve as Fehr & Peers' key staff member for the project. Jason previously performed similar signal synchronization work for the City of Escondido and brings corridor-specific experience that will benefit the project.

Our traffic data collection subconsultant is Survey Count, Inc. The firm has a proven record of providing cost-efficient services to our key team members on past projects.

We appreciate the opportunity to submit this proposal and look forward to supporting the City of Escondido in delivering this important signal timing project.

Sincerely,

HR GREEN PACIFIC, INC.

A handwritten signature in blue ink, appearing to read 'Min Zhou'.

Min Zhou, PE
Regional Director

Exhibit I – Scope of Work with Attachments A through C



EXHIBIT I – SCOPE OF WORK

Corridor Traffic Signal Optimization Task

El Norte Parkway and Valley Parkway Corridors

BACKGROUND

The goal of the City's 2026 Traffic Signal Timing program is to restore Escondido's traffic signal communications network, modernize signal controllers, and reestablish coordinated signal operations throughout the citywide signal network. As part of this effort, HR Green and our subconsultant, Fehr & Peers, will support the City by reviewing, optimizing, and documenting coordinated traffic signal timing plans for the El Norte Parkway and Valley Parkway corridors. The work will be developed in accordance with the latest California Manual on Uniform Traffic Control Devices, the City's operational preferences, and industry best practices. The final optimized timing parameters and coordination plans will be prepared for implementation in the City's upgraded SWARCO Omni controller environment. Implementation of the timing sheets will be performed by others.

HR Green and Fehr & Peers will work as an integrated team. Fehr & Peers will lead the El Norte Parkway corridor and five intersections along Valley Parkway in the vicinity of El Norte Parkway and Valley Parkway with a total of **30** intersections. HR Green will lead the remaining Valley Parkway corridor with a total of **25** intersections and will serve as the prime consultant responsible for project management, quality control, and final submittals to the City. Both firms will conduct peer reviews of each other's work to maintain consistency across corridors and deliverables. The detailed scope of work is described below.

SCOPE OF WORK

Task 1 – Project Management and Administration

HR Green will coordinate the project kickoff meeting, which may be held in person in Escondido or virtually, depending on the City's preference. The kickoff meeting will confirm project goals, available data, corridor limits, project schedule, communication protocols, deliverable formats, and City timing preferences. HR Green's Project Manager, technical leads, Fehr & Peers' staff, and appropriate City staff will attend.

We will attend one (1) project kickoff meeting and up to five (5) progress meetings to review project status, discuss technical issues, and address the City's comments as needed.

Meeting agendas will be prepared in advance, and meeting minutes documenting key decisions, action items, responsibilities, and schedule commitments will be distributed within five business days after each meeting. Regular coordination between HR Green, Fehr & Peers, and the City will support timely completion of project milestones and consistency in technical approach and deliverables.

Deliverables

- Meeting agendas
- Meeting minutes
- Monthly coordination and project management



Task 2 – Existing Conditions Review and Data Collection

The HR Green team will compile and review available project information, including existing timing sheets, controller databases, Synchro models, speed survey data, as-built plans, the City's prior signal timing documentation, and other relevant materials provided by the City. This information will establish the basis for evaluating existing signal operations and developing optimized timing plans.

A. Field Verification

After receiving City-provided documents and files, the HR Green team will conduct field investigations at the project intersections to verify existing lane geometry, signal phasing, controller operation, pedestrian crossing distances, applicable grades, and other operational characteristics that affect signal coordination. Pedestrian crossing distances and applicable roadway grades will be measured at intersections that were not evaluated as part of the City's prior signal timing work. The field review will confirm whether available documentation accurately reflects existing conditions and will identify operational issues to address during optimization.

To support the calculation of bicycle minimum green intervals in accordance with the 2026 California MUTCD, bicycle turning paths will be identified and measured using Google Earth and verified in the field, as needed. The measurements will be documented in an Excel spreadsheet for use in developing recommended timing parameters.

Assumption: Signal system inventory or equipment troubleshooting is not part of this scope of work.

B. ADT & Turning Movement Counts

HR Green and its subconsultant, Survey Count, Inc., will gather the traffic count data. They will undertake the gather six (6) 24-hour average daily traffic count over three consecutive days at three locations along Valley Parkway and three locations along El Norte Parkway.

Final count locations will be confirmed through discussions with the City. The ADT counts will be used to confirm representative peak periods before processing turning movement count data. HR Green will review the ADT results and provide direction to Survey Count, Inc. regarding the AM, midday, and PM peak periods to be processed.

Survey Count will perform turning movement at 55 intersections for a six-hour period on one weekday, including the AM, midday, and PM peak periods. Video data collection will be scheduled to capture complete queue formation and dissipation during each analysis period, providing an additional level of quality control.

The counts shall include two vehicle classifications (passenger car and heavy vehicles), pedestrian counts, and bicycle counts.

Deliverables

- ADT counts
- Turning movement counts
- Video Data Verification Log
- Field verification notes if needed

Data Required from the City

- Existing timing sheets
- Signal record drawings
- Synchro network model, if available
- Controller databases (if available)
- Posted speed map (if available)



Task 3 – Signal Timing Review and Optimization

Before optimizing coordinated signal timing plans, the HR Green team will review and update basic vehicle, bicycle, and pedestrian timing parameters for the project intersections, with particular attention given to locations that were not evaluated as part of the City's prior signal timing work. Recommended basic timing parameters will be developed using the data collected under Task 2 and in accordance with the latest California MUTCD, the City's timing preferences, and industry best practices.

The review will include the following timing parameters:

- Minimum Green
- Bicycle Minimum Green
- Yellow Change Interval
- Red Clearance Interval
- Walk Time
- Flash Don't Walk Time

Existing Synchro models will be updated and calibrated to Synchro 12 using current traffic counts and field observations. Separate models will be developed for the weekday AM, Midday, and PM peak periods. Once City staff approve the existing Synchro files and basic timing parameters, we will first complete the analysis to generate the most efficient grouping and cycle length for each peak. A technical memorandum will be developed to summarize the preliminary recommended signal groupings, traffic progression strategies and cycle lengths, including minimum cycle length requirements based on pedestrian crossing times, coordination constraints at Caltrans intersections, and other operational considerations.

Upon the City's approval of the cycle length recommendations, the HR Green team will perform detailed corridor optimization for all peak periods. This work will include development of recommended offsets, splits, phase sequences, coordination parameters, and operational adjustments. The optimized timing plans will balance arterial progression, intersection capacity, side-street operations, pedestrian requirements, bicycle timing needs, and operational constraints while maintaining coordination across the project corridors. Separate Synchro networks will be developed for the weekday AM, midday, and PM peak periods for City review and approval.

Deliverables

- Technical memorandum summarizing recommended coordination strategy
- Optimized Synchro 12 models for weekday AM, Midday, and PM peak periods

Task 4 – Timing Sheets

Following acceptance of the optimized timing plans, the HR Green team will prepare implementation-ready timing sheets for the City's new SWARCO Omni controllers. The timing sheets will be provided in the format preferred by the City and coordinated with the controller upgrade work being performed by others.

- **Excel Timing Charts** – An implementation-ready spreadsheet summarizing the approved basic timing parameters and coordinated timing plans, including cycle lengths, splits, offsets, phase sequence, and coordination setting adjustment (if needed) for the AM, Midday, and PM peak periods.
- **SWARCO Omni Timing Sheets** – If the SWARCO Omni timing sheet format is available, Fehr & Peers will prepare or mark up the proposed timing parameters directly on the City's standard controller timing sheets to facilitate controller programming and support a seamless transition to the new signal controllers.

Deliverables

- Implementation-Ready Timing Charts



Task 5 – Finetuning

Successful implementation is essential to realizing the operational benefits of optimized signal timing. The HR Green team will work closely with the City's traffic signal operations team to support a smooth deployment and confirm that approved timing plans are accurately translated into the new controller environment. The implementation-ready timing sheets developed under Task 4 will be used by the City's controller integration team to program the SWARCO Omni controllers. As needed, the HR Green team will provide technical support during controller programming to answer questions, verify timing parameter implementation, and assist in resolving issues identified during deployment.

Following implementation of the new controllers, the HR Green team will coordinate field visits to fine-tune timing parameters for the AM, midday, and PM peak periods. Field teams will drive the corridors to observe progression, queues, and operational performance, and a signal specialist will verify that selected timing parameters are operating as intended at individual intersections. Field adjustments will be made to minimize disruptions, improve progression, and accommodate observed turning movements and pedestrian activity.

Field observations will focus on:

- Signal coordination
- Queue progression
- Split utilization
- Offset performance
- Intersection-specific operational issues

Based on field observations, the HR Green team will adjust timing parameters as needed to optimize corridor performance while maintaining consistency with the approved timing strategy. We will also prepare an Implementation Plan describing the deployment sequence, quality-control procedures, and verification process to ensure consistency among the Synchro models, timing sheets, controller databases, and central signal system.

Deliverables

- Final Synchro models with fine-tuned timing plans

Task 6 – “Before” and “After” Travel Time Studies

To quantify operational improvements, the HR Green team will conduct before-and-after travel time studies along each project corridor using GPS-based Tru-Traffic software.

A minimum of four (4) runs in each direction will be completed during the AM, Midday, and PM peak periods before implementation and following completion of timing fine-tuning. Data collection will be performed under comparable seasonal and operating conditions to ensure meaningful comparisons. Performance measures will include:

- Travel time
- Total delay
- Average speed
- Number of stops

The results will be summarized in a concise technical memorandum to document operational improvements achieved through the optimized signal timing plans.

Deliverables

- Before-and-after travel time summary
- Corridor performance evaluation



Task 7. Sub-Consultant Management

HR Green will review the work products prepared by the sub-consultant before submitting those to the City. The purpose of this review will not be to check the completeness of the work produced by the sub-consultants. Each of the sub-consultants will be responsible for the accuracy of their work. In addition, since Fehr and Peers will be coordinating some of the signals on the Valley Parkway, this mutual coordination will be essential to optimize the corridor timings.

Task 8. Final Technical Memorandum

HR Green will provide the City with the final Synchro files for each of the signals for each of the corridors. We will prepare a draft Technical Memorandum documenting findings, final analysis recommendations, and results of final implementation with summary tables and charts. The City will be provided up to two weeks to review and comment on the draft Technical Memorandum.

We will incorporate the comments provided by the City and will provide an electronic copy of the Final Technical Memorandum. Appendices will include traffic counts, final Synchro reports, and traffic signal timing plans.

DELIVERABLES SUMMARY

The following deliverables are included in this proposal:

- Kickoff meeting agenda and meeting minutes
- Progress meeting agendas, minutes, and action item tracking
- Available data review summary
- ADT count data and turning movement count data
- Field verification notes, as needed
- Basic timing parameter review and recommendations
- Technical memorandum summarizing recommended coordination strategy, cycle lengths, and grouping approach
- Optimized Synchro 12 models for weekday AM, midday, and PM peak periods
- Implementation-ready timing charts or SWARCO Omni timing sheets
- Final Synchro models with field fine-tuned timing plans
- Before-and-after travel time summary and corridor performance evaluation
- Draft and Final Technical Memorandum
- Setup SharePoint for final documentation of all files to the City

PROJECT SCHEDULE

Task	Weeks 1–2	Weeks 3–4	Weeks 5–8	Weeks 9-10	Weeks 11–14	Weeks 14–17	Weeks 18-20
Notice to Proceed / Kickoff							
Data Review and Field Verification							
Traffic Counts and Peak Period Confirmation							
Basic Timing Parameter Review							
Cycle Length and Coordination Strategy							
Synchro Optimization and City Review							
Timing Sheets / Implementation Support							
Fine-Tuning and Before/After Evaluation							
Draft and Final Technical Memorandum							

SCHEDULE ASSUMPTIONS

- The schedule will begin upon receipt of written Notice-to-Proceed.
- City-provided data, including Synchro files and available timing sheets, will be provided promptly after kickoff.
- City review comments will be consolidated and returned within durations that support the agreed-upon schedule.
- Controller programming and implementation will be performed by others.
- Field fine-tuning and before/after studies will be scheduled after controller implementation and will depend on field conditions and City availability.



PROJECT TEAM

KEY PERSONNEL

- Project Manager: Yogesh Montri, PE, PTOE, RSP 1
- Deputy Project Manager: Art Casillas, PE
- HR Green Technical Team: Min Zhou, Jeannie MacDonlad, Manoj Pavithran, Lily Diaz, Sonia Rahaman, and additional traffic engineering staff as needed
- Fehr & Peers Lead: Jason Xu
- Survey Count Lead: Ben Zhou

ASSUMPTIONS

This proposal is based on the following assumptions:

- The final number of intersections and count locations will be confirmed with the City before data collection begins.
- Existing Synchro models, timing sheets, as-built plans, controller databases, and available speed information will be provided by the City, if available.
- Implementation of timing sheets and controller programming will be performed by others.
- HR Green and Fehr & Peers will provide fine-tuning of plans after timing plans are programmed.
- City reviews will occur in a timeframe that supports the project schedule.
- Operational benefits will be documented using before-and-after travel time studies conducted under comparable conditions, to the extent practicable.

OUT OF SCOPE ITEMS

Items not specifically covered by the preceding scope and arising out of additional requirements by the City, will be considered additional services. HR Green will complete such additional services upon authorization by the City. The additional services will be billed according to the hourly billing rates approved in the On-call contract.

FEE

Our proposed not-to-exceed fee for professional engineering services is **\$199,565**. Separate derivation of hours and fee tables are provided for HR Green and Fehr & Peers for their respective project responsibilities in the attachments and exhibits. The fee is based on the scope, assumptions, and schedule described in this proposal.

Total Fee for El Norte and Valley Parkway Signal Synchronization	
HR Green for Valley Parkway	\$91,100
F&P for El Norte Parkway	\$86,565
SurveyCount for ADT and TMC Counts	\$21,900
Total	\$199,565



- Attachment – A: HR Green’s Fee Table
- Attachment – B: Fehr & Peers Scope of Work and Fee Proposal
- Attachment – C: SurveyCount Scope of Work and Fee Proposal

HR Green's Fee for City of Escondido Signal Synchronization --Valley Parkway

Tasks	HR Green Pacific, Inc.					Labor Hours	Direct Costs	Total	Total Costs
	Project Manager (PM)	Principal-in-Charge (PIC)	Sr. Transp. Engineer (TE)	Staff Engineer (SE)	Project Admin (A)				
	\$290	\$350	\$250	\$180	\$110				
Task 1 – Project Management and Administration									
	10	5	0	10	6	31	\$360	\$7,470	\$7,470
Task 2 - Existing Conditions Review & Data Collection									
	8		13	26		47		\$10,250	\$10,250
Task 3 – Signal Timing Review and Optimization									
	16	4	32	75		127	\$1,380	\$28,920	\$28,920
Task 4 – Timing Sheets									
	4	0	26	26		56	\$620	\$12,960	\$12,960
Task 5 – Finetuning									
	4	0	3	26		33	\$330	\$6,920	\$6,920
Task 6 – "Before" and "After" Travel Time Studies									
	4		24	24		52	\$2,570	\$14,050	\$14,050
Task 7 – Draft and Final Tech Memo									
	2	2		16		20	\$210	\$4,370	\$4,370
Task 8 - QAQC F&P's Work									
	4		20					\$6,160	\$6,160
Total for all Tasks	48	11	98	203	6	366	\$5,470	\$91,100	\$91,100

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

Other direct costs include technology and security charges are billed as a percentage of labor

All other direct and subconsultant expenses are billed with 10% handling fee

Rates and staff are subject to change at any time, without notice, and within the total budget shown

Fehr & Peers

August 28, 2026

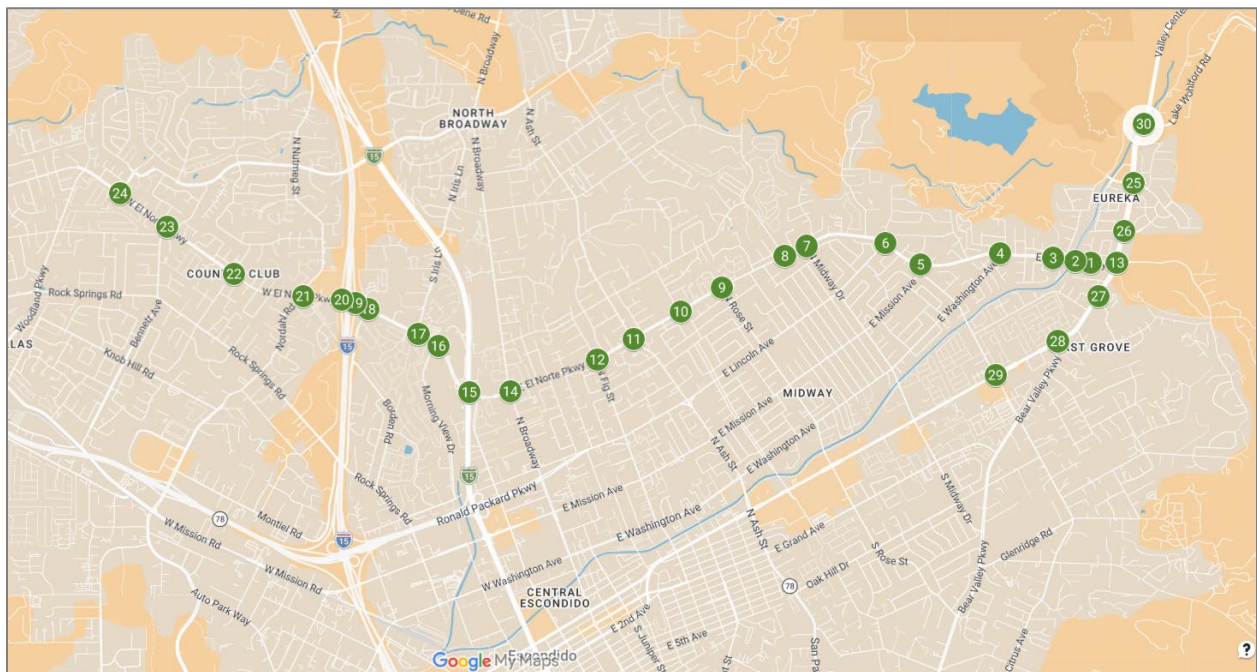
Min Zhou, PE
Regional Director
HR Green
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

Subject: Proposal for the City of Escondido 2026 Traffic Signal Timing Project

Dear Ms. Zhou:

We appreciate the opportunity to partner with HR Green on the City of Escondido's 2026 Traffic Signal Timing Project. We understand that the City is restoring its traffic signal communications network, modernizing signal controllers, and reestablishing coordinated signal operations throughout the citywide signal network. As part of this effort, the existing traffic signal timing parameters will be reviewed and optimized to comply with the latest California Manual on Uniform Traffic Control Devices (CA MUTCD), the City's operational preferences, and industry's best practices. As part of this project, Fehr & Peers will perform traffic signal timing optimization, implementation, and fine-tuning for the **30** intersections listed below and illustrated in the accompanying figure.

- **El Norte Parkway** between Country Club Lane and Valley Parkway (24 intersections)
- **Valley Parkway** between Lake Wohlford Road and N Citrus Ave (6 intersections)



Recognizing the operational significance of these corridors, Fehr & Peers has assembled an experienced team with extensive expertise in traffic signal operations, signal timing optimization, and corridor synchronization. We propose **Mr. Jason Xu, PE, PTOE, PMP** as Project Manager and the primary point of contact for HR Green, the City, and other project stakeholders. Jason will oversee all

aspects of the project from initiation through completion, including technical quality, schedule, staff coordination, and client communication.

Jason has more than 20 years of experience delivering traffic signal operations and synchronization projects for municipal and regional agencies throughout Southern California. He also played a key role in the City of Escondido's 2019 Traffic Signal Timing Project, leading the optimization and deployment of signal timing along the entire El Norte Parkway corridor and key intersections on Valley Parkway. His familiarity with the City's signal system, operational objectives, and corridor characteristics will enable our team to efficiently develop high-quality timing plans while minimizing project risk.

Scope of Work

Task 1 – Project Management and Administration

Fehr & Peers will assist HR Green in project management throughout the duration of the project, including technical coordination, schedule management, quality assurance, and communication with HR Green and the City. We will attend one (1) project kickoff meeting and up to four (4) progress meetings to review project status, discuss technical issues, and address City's comments as needed.

Prior to each meeting, Fehr & Peers will assist HR Green with agenda preparation and meeting minutes documenting key decisions, action items, and responsibilities. We aim to complete the meeting minutes within five business days following each meeting. Regular coordination among the project team will ensure timely completion of project milestones and consistency in technical approach and deliverables.

Task 2 – Existing Conditions Review

Fehr & Peers will compile and review all available project information, including existing timing sheets, controller databases, Synchro models, speed survey data, as-built plans, and other available documentation provided by the City. This information will establish the basis for evaluating existing signal operations and developing optimized timing plans.

[For intersections along the corridors that fall under Caltrans jurisdiction, project team will submit a Public Records Request to Caltrans to obtain existing timing sheets and relevant documentation.](#)

Field Verification

After receiving City provided documents and files, Fehr & Peers will conduct field investigations at 30 project intersections along El Norte Parkway and Valley Parkway to verify existing lane geometry, signal phasing, controller operation, pedestrian crossing distances, applicable grades, and other operational characteristics that affect the deployment of signal synchronization. Pedestrian crossing distances and applicable roadway grades will only be measured at intersections that were not evaluated as part of the City's 2019 signal timing project. The field review will confirm that available documentation accurately reflects existing conditions and identify operational issues that should be addressed during optimization.

To support the calculation of bicycle minimum green intervals in accordance with the California MUTCD, bicycle turning paths will be identified and measured using Google Earth and verified in the field, as needed. The measurements will be documented in an Excel spreadsheet for use in developing recommended timing parameters.

Comprehensive signal system inventory or equipment troubleshooting is not anticipated under this project.

Fehr and Peers will review the ADT counts and 5-min/15-min traffic count distribution charts that HR Green provides for El Norte Parkway corridor and identify the appropriate peak periods for video processing of turning movement counts and time-of-day schedule update.

The turning movement count data provided by HR Green should be compatible with Synchro input files and directly importable into the Synchro model without requiring additional post-processing.

Data Required from the City

- Existing timing sheets
- Signal as-built plans
- Controller databases (if available)
- Posted speed map (if available)

Task 3 – Signal Timing Review and Optimization

Prior to optimizing coordinated signal timing plans, Fehr & Peers will review and update the basic vehicle and pedestrian timing parameters for 30 project intersections along El Norte Parkway and Valley Parkway, with particular attention given to intersections that were not evaluated as part of the City's 2019 signal timing project. Recommended basic timing parameters will be developed using the data collected under Task 2 and in accordance with the latest version of CA MUTCD, City timing preference, and industry best practices. The review will include the following timing parameters:

- Minimum Green
- Bicycle Minimum Green
- Yellow Change Interval
- Red Clearance Interval
- Walk Time
- Flash Don't Walk Time

Existing Synchro models will be updated and calibrated using current traffic counts and field observations. Separate models will be developed for the weekday AM, Midday, and PM peak periods.

Once City Staff approve the existing Synchro files and basic timing parameters, Fehr & Peers will first complete the analysis to generate the most efficient grouping and cycle length for each peak period. A technical memorandum will be developed to summarize the preliminary recommended signal groupings, traffic progression strategies and cycle lengths, including minimum cycle length requirements based on pedestrian crossing times, coordination constraints at Caltrans intersections, and other operational considerations.

We will pay special attention to left-turn splits to ensure they are sufficient to accommodate turning demand and are not reduced from the existing splits.

Upon the City's approval of the cycle length recommendations, Fehr & Peers will perform a detailed optimization for the corridors for all three peak periods. This will include the development of optimal offset values, phasing sequence, and splits. The optimized timing plans will balance arterial progression, intersection capacity, side-street operations, pedestrian requirements, and operational

constraints while maintaining coordination across the three project corridors. A separate Synchro network will be developed for each of the peak periods for City review and approval.

Deliverables

- Technical memorandum summarizing recommended coordination strategy
- Optimized Synchro 12 models for weekday AM, Midday, and PM peak periods

Task 4 – Timing Sheets

Following acceptance of the optimized timing plans, Fehr & Peers will prepare implementation-ready timing sheets for the 30 project intersections along El Norte Parkway and Valley Parkway. The timing sheets will be provided in one of the following formats, based on the City's preference and progress of the controller upgrade project conducted by another team:

- **Excel Timing Charts** – An implementation-ready one-page spreadsheet summarizing the approved basic timing parameters and coordinated timing plans, including cycle lengths, splits, offsets, phase sequence, and coordination setting adjustment (if needed) for the AM, Midday, and PM peak periods.
- **SWARCO Omni Timing Sheets** – If the SWARCO Omni timing sheet format is available, Fehr & Peers will prepare or mark up the proposed timing parameters directly on the City's standard controller timing sheets to facilitate controller programming and support a seamless transition to the new signal controllers. Creating complete new Omni timing sheets or transferring the existing timing parameters from 233/2033 program format into Omni program formation are excluded from this scope.

Deliverables

- Implementation-Ready Timing Charts

Task 5 – Implementation and Finetuning

Successful implementation is essential to realizing the operational benefits of optimized signal timing. Fehr & Peers will work closely with HR Green and the City's controller integration team to support a smooth implementation and ensure the approved timing plans are accurately deployed. The implementation-ready timing sheets developed under **Task 4** will be used by the City's controller integration team to program the new SWARCO Omni controllers. As needed, Fehr & Peers will provide technical support during controller programming to answer questions, verify timing parameter implementation, and assist in resolving any issues identified during deployment for the 30 project intersections along El Norte Parkway and Valley Parkway.

Following the implementation of new controllers, Fehr & Peers will coordinate field visits to fine-tune the implemented timing parameters for all peak periods using Synchro models for the 30 project intersections along El Norte Parkway and Valley Parkway.

Our field team consists of one engineer driving along the corridor for coordination finetuning and one signal specialist who verifies field operation at each signal to confirm the designed timings have been appropriately implemented and accommodate all turning movements to minimize disruption to the existing traffic.

Field observations will focus on:

- Signal coordination
- Queue progression
- Split utilization
- Offset performance
- Intersection-specific operational issues
- Whether the existing splits are sufficient to clear turning pocket after each cycle.

Based on field observations, Fehr & Peers will adjust timing parameters as needed to optimize corridor performance while maintaining consistency with the approved timing strategy.

Deliverables

- Final Synchro models with fine-tuned timing plans

Task 6 – Before and After Studies

To quantify operational improvements, Fehr & Peers will conduct before-and-after travel time studies along **El Norte corridor** using GPS-based Tru-Traffic software.

A minimum of four (4) runs in each direction will be completed during each of the AM, Midday, and PM peak periods before implementation and following completion of timing fine-tuning. Travel time surveys will be performed under comparable seasonal and operating conditions to ensure meaningful comparisons.

Performance measures will include:

- Travel time
- Total delay
- Average speed
- Number of stops

The results will be summarized in a concise technical memorandum to document operational improvements achieved through the optimized signal timing plans.

Deliverables

- Before-and-after travel time summary
- Corridor performance evaluation memorandum

Task 7 – Technical Memorandum

Upon completion of the signal timing implementation and fine-tuning effort, Fehr & Peers will prepare a Final Technical Memorandum documenting signal timing optimization methodology, implementation process, and field fine-tuning efforts. The memorandum will summarize the approved timing strategies and present the results of the before-and-after performance evaluation for El Norte Parkway corridor, including travel time, delay, average speed, number of stops, and other applicable performance measures, to quantify the operational improvements achieved through the project.

Deliverables

- Final Technical Report for El Norte Parkway Timing Implementation

Task 8 – Technical Review of HR Green Proposed Timings

Fehr & Peers will provide up to **16 hours** of senior technical review and quality assurance support for the traffic signal coordination timing plans developed by HR Green for the remaining Valley Parkway and along Citracado Parkway. Our review will focus on the overall operational effectiveness of the proposed coordination plans and optimization strategy developed in **Synchro 12**.

Fehr & Peers' review will emphasize corridor-level traffic operations, including the efficiency of proposed cycle lengths, coordination groupings, offsets, splits, progression quality, and overall traffic signal coordination strategy. Recommendations will be provided to enhance traffic progression, improve operational performance, and promote consistency in timing philosophy across the project corridors.

This senior technical review is intended to complement, not replace, HR Green's internal quality control process. HR Green will remain responsible for verifying the accuracy of the Synchro models, including coding of intersection geometry, lane configurations, signal phasing, traffic volumes, basic timing parameters, and calibration of the Synchro models to accurately reflect existing field conditions prior to optimization.

Schedule

Upon project award, Fehr & Peers will work with HR Green to schedule a kickoff meeting within ten (10) business days. Following the kickoff meeting, we will immediately begin data review, field verification, and signal timing optimization with the goal of completing the Synchro models, optimized timing plans, and implementation-ready timing sheets before the City's new signal controllers are placed into service for each corridor.

Fee

Our cost proposal for this project is provided below. The proposed fee is based on a Time-and-Materials (T&M) with a not-to-exceed fee of **\$86,565** for completing **Task 1** through **Task 8** of the Scope of Work. The table below presents a breakdown of the proposed fee by task and labor category.

Tasks	Fehr & Peers					Labor Hours	Labor Total	Direct Costs	Total
	Jason Xu, PM	Baldwin Ngai, Senior Transp. Engineer	Brian Wolfe, Transp. Engineer	Matthew Brown & Lauren Stevens, Signal Technician	Project Admin				
	\$295	\$215	\$185	\$175	\$165				
Task 1 – Project Management and Administration									
	9	3			3	15	3,795	\$190	\$3,985
Task 2 - Existing Conditions Review									
	4	6	24	24		58	11,110	\$560	\$11,670
Task 3 – Signal Timing Review and Optimization									
	18	20	24	36		98	20,350	\$1,020	\$21,370
Task 4 – Timing Sheets									
	6	8	24	40		78	14,930	\$750	\$15,680
Task 5 – Implementation and Finetuning									
	10		24	24		58	11,590	\$580	\$12,170
Task 6 – Before and After Studies									
	4		24	48		76	14,020	\$700	\$14,720
Task 7 – Technical Memorandum									
		2	8			10	1,910	\$100	\$2,010
Project Total (without Task 8):	51	39	128	172	3	393	\$77,705	\$3,900	\$81,605
Task 8 – Technical Review of HR Green Proposed Timings									
	16					16	4,720	\$240	\$4,960
Project Total:	67	39	128	172	3	409	\$82,425	\$4,140	\$86,565

If this proposal/scope/budget is acceptable and you would like to authorize the work, please sign below and reply to the transmittal email with authorization to proceed. We appreciate the opportunity to continue providing support for the City.

Sincerely,

FEHR & PEERS



Delia Votsch, PE

Office Manager



Project#: P2026-14003
Quote#: SC14003

Ben Zhou
PO Box 1946
Walnut, CA 91788
benzhou@surveycounting.com
Mobile: (949) 543-5767

Date: August 16, 2026

To: Yogeshi Mantri, PE
HR Green
480.283.7229

Subject: Proposal for Traffic Count Services for the City of Escondido Signal Synchronization Project: El Norte Parkway and Valley Parkway

SCOPE OF WORK

Task 1: Perform six video ADT counts at six locations, with each location surveyed for three consecutive 24-hour periods.
Final count locations shall be confirmed with HR Green and the City.

The ADT counts will be used to determine peak periods prior to processing the Task2 turning movement counts. SurveyCount needs HR Green's direction on the determination of peak periods for AM, midday, and PM.

Task 2: Perform turning movement counts at 55 intersections for a six-hour period on one weekday, including the AM, midday, and PM peak periods.
The counts shall include two vehicle classifications, pedestrian counts, and bicycle counts.

The proposed intersection locations are listed below and are also identified in the Google map referenced following the list.

No.	Intersection Location
1	2: El Norte Parkway and Key Lime Way/Oak Tree Place
2	3: El Norte Parkway and Escondido Creek
3	4: El Norte Parkway and Kaile Lane
4	5: El Norte Parkway and E Washington Avenue
5	6: El Norte Parkway and Red Blush Road
6	7: El Norte Parkway and E Lincoln Avenue
7	8: El Norte Parkway and N Midway Drive
8	9: El Norte Parkway and Vista Verde Way
9	10: El Norte Parkway and N Rose Street
10	11: El Norte Parkway and Conway Drive



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Quote#: SC14003

11	12: El Norte Parkway and N Ash Street
12	13: El Norte Parkway and N Fig Street
13	1: El Norte Parkway and Valley Parkway
14	14: El Norte Parkway and N Broadway
15	15: El Norte Parkway and Centre City Parkway
16	16: El Norte Parkway and Morning View Drive
17	17: El Norte Parkway and S Iris Lane
18	18: El Norte Parkway and Seven Oaks Road
19	19: El Norte Parkway and NB I-5 Ramp
20	20: El Norte Parkway and SB I-5 Ramp
21	21: El Norte Parkway and Nordahl Road
22	22: El Norte Parkway and Rees Road
23	23: El Norte Parkway and Bennett Avenue
24	24: El Norte Parkway and W Country Club Lane
25	25: Valley Parkway and Beven Drive
26	26: Valley Parkway and Eureka Drive
27	27: Valley Parkway and James Street
28	28: Valley Parkway and Bear Valley Parkway
29	29: Valley Parkway and N Citrus Avenue
30	65: Valley Parkway and Lake Wohlford Road
1	30: Valley Parkway and N Midway Drive
2	31: Valley Parkway and N Rose Street
3	32: Valley Parkway and Harding Street
4	33: Valley Parkway and N Ash Street
5	34: Valley Parkway and N Date Street
6	35: Valley Parkway and N Fig Street
7	36: Valley Parkway and N Hickory Street
8	37: Valley Parkway and N Ivy Street
9	38: Valley Parkway and N Juniper Street
10	39: Valley Parkway and N Broadway
11	40: Valley Parkway and Maple Street Plaza
12	41: Valley Parkway and N Escondido Boulevard
13	42: Valley Parkway and S Orange Street
14	43: Valley Parkway and Centre City Parkway
15	44: Valley Parkway and N Quince Street
16	45: Valley Parkway and Gateway Center Drive
17	46: Valley Parkway and Tulip Street
18	47: Valley Parkway and La Terraza Boulevard/Plaza Las Palmas



Project#: P2026-14003
Quote#: SC14003

19	48: Valley Parkway and NB I-5 Ramp
20	49: Valley Parkway and SB I-5 Ramp
21	50: Valley Parkway and Auto Park Way
22	51: Valley Parkway and W 9th Avenue
23	52: Valley Parkway and Home Depot Center Driveway
24	53: Valley Parkway and W 11th Avenue
25	54: Valley Parkway and Avenida Del Diablo

The proposed locations are shown on the Google map below:

<https://www.google.com/maps/d/viewer?mid=1Tt8AqtYYPfEUWYHiGDi5AHAsYPdmTmo&ll=33.1171455362213%2C-117.0875511651073&z=15>

FEE SCHEDULE

Task 1: 6 locations × 3 days × \$300.00 per video ADT count = \$5,400.00

Task 2: 55 intersections × \$300.00 per six-hour count = \$16,500.00

Total: \$21,900.00

AUTHORIZATION

If this proposal is acceptable, please complete, sign, and return a copy of this authorization to our office.

Signature

Date

Print or Type Name & Title

We appreciate the opportunity to provide these services and look forward to working with you.

August 28, 2026

Ali Shahzad, PE
City Traffic Engineer
Public Works | Traffic Engineering Services
City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Proposal for Signal Optimization along Citracado Parkway (10 intersections) and Intersection Design Study for the intersections in the vicinity of Citracado Parkway and Valley Parkway intersection (4 intersections).

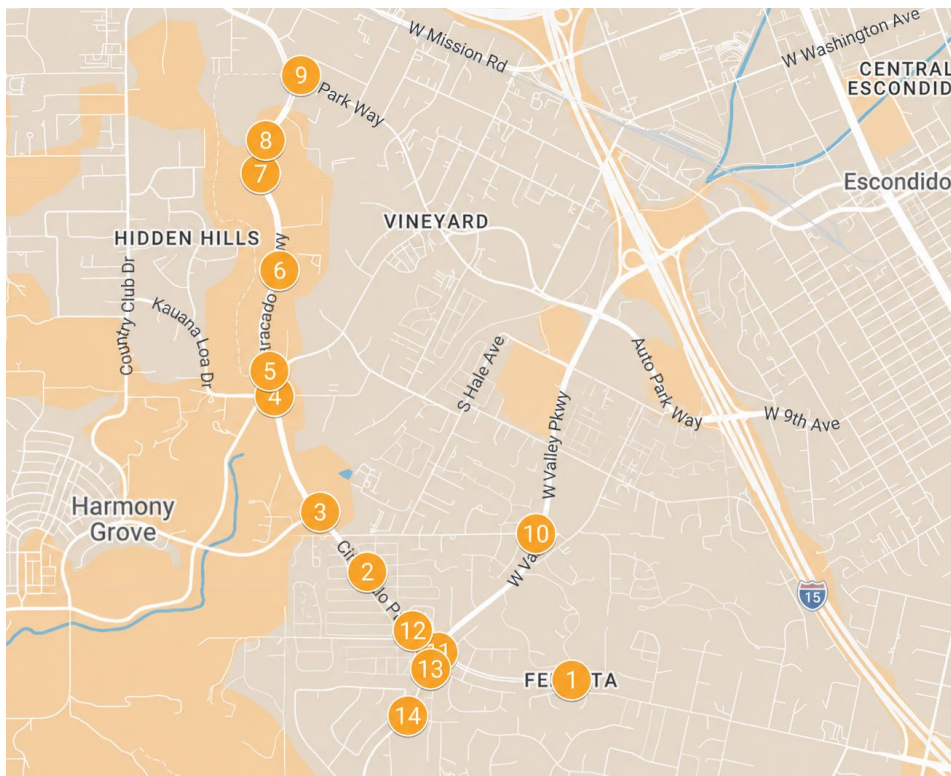
Dear Mr. Shahzad,

HR Green Pacific, Inc. (HR Green) is pleased to submit this proposal to provide professional traffic engineering services for the Citracado Pkwy corridor in the City of Escondido. This is a task order under HR Green's On-Call Traffic contract with the City of Escondido.

Through this task we will:

- ❖ Review and optimize signal timing for Citracado Parkway between Scenic Trail Way and Auto Park Way.
- ❖ Perform an Intersection Design Study for the vicinity of Citracado Parkway at W. Valley Parkway intersection.

The Google Map link below shows the project intersections for the listed corridors with a total of 14 intersections)





City of Escondido 2026 Signal Retiming Project - Google My Maps

Our primary contact for this project is **Yogesh Mantri, PE, PTOE, RSP 1**. Yogesh has more than 30 years of experience leading traffic signal timing, coordination, and optimization projects for public agencies. He can be reached at 480.283.7229 or by email at yogesh.mantri@hrgreen.com.

Our traffic data collection subconsultant is Survey Count, Inc. The firm has a proven record of providing cost-efficient services to our key team members on past projects.

We appreciate the opportunity to submit this proposal and look forward to supporting the City of Escondido in delivering this important signal timing project.

Sincerely,

HR GREEN PACIFIC, INC.

A handwritten signature in blue ink, appearing to read 'Min Zhou'.

Min Zhou, PE
Regional Director

Exhibit I – Scope of Work with Attachments A through B



EXHIBIT I – SCOPE OF WORK

Citracado Pkwy Corridor Traffic Signal Optimization & Intersection Design Study

BACKGROUND

The goal of the City's 2026 Traffic Signal Timing program is to restore Escondido's traffic signal communications network, modernize signal controllers, and reestablish coordinated signal operations throughout the citywide signal network. As part of this effort, HR Green will support the City by reviewing, optimizing, and documenting coordinated traffic signal timing plans for Citracado Parkway. The work will be developed in accordance with the latest California Manual on Uniform Traffic Control Devices, the City's operational preferences, and industry best practices. The final optimized timing parameters and coordination plans will be prepared for implementation in the City's upgraded SWARCO Omni controller environment. Implementation of the timing sheets will be performed by others.

Additionally the City seeks to improve traffic flow and safety on the roadway network near and including the Citracado Parkway and West Valley Parkway intersection in the City. The adjacent intersections include:

- Citracado Pkwy/ Johnston Pkwy
- W Valley Pkwy/ Knoll View
- W Valley Pkwy/ Claudan Rd

Some of the traffic issues identified by the City for the intersection design study at the subject locations include:

- The mobile Park driveway tends to be blocked by heavy northbound left turn volumes. Vehicles exiting the mobile park find it difficult to make left turns at the Knoll View intersection.
- The right turn volumes at the westbound Citracado Pkwy to W Valley Pkwy is heavy and currently operated with "No Right Turn on Red" traffic control during the AM and PM peak hours.
- Right turning traffic at Johnston Pkwy to Citracado Pkwy faces heavy southbound traffic and is further affected by the spillage of left turns traffic at southbound Citracado to Johnston Pkwy on to the through lanes.
- The existing bus stop and lane drop at W Valley Pkwy causes additional issues to the movement of traffic.

HR Green will lead the efforts for the retiming of 10 intersections along the Citracado Pkwy corridor and the traffic study for the Citracado Pkwy/ W. Valley Pkwy intersection vicinity.

SCOPE OF WORK

Task 1 – Project Management and Administration

HR Green will coordinate the project kickoff meeting, which may be held in person in Escondido or virtually, depending on the City's preference. The kickoff meeting will confirm project goals, available data, corridor limits, project schedule, communication protocols, deliverable formats, and City timing preferences. HR Green's Project Manager, technical leads, Fehr & Peers' staff, and appropriate City staff will attend.

We will attend one (1) project kickoff meeting and up to five (5) progress meetings to review project status, discuss technical issues, and address the City's comments as needed.

Meeting agendas will be prepared in advance, and meeting minutes documenting key decisions, action items, responsibilities, and schedule commitments will be distributed within five business days after each meeting. Regular coordination between HR Green, Fehr & Peers, and the City will support timely completion of project milestones and consistency in technical approach and deliverables.



Deliverables

- Meeting agendas
- Meeting minutes
- Monthly coordination and project management

Task 2 – Existing Conditions Review and Data Collection

The HR Green team will compile and review available project information, including existing timing sheets, controller databases, Synchro models, speed survey data, as-built plans, the City's prior signal timing documentation, Traffic Impact Studies and other relevant materials provided by the City. This information will establish the basis for evaluating existing signal operations and developing optimized timing plans.

A. Review of Historical Crash Data

The HR Green team will review crash history for the most recent five years, where available and provided by the City, at the subject intersections. As part of the crash review, we will:

- Analyze crashes at the intersection by year, type, severity, to identify possible trends by approach direction and by time of day.
- Examine crash trends that may identify issues regarding existing sight distances, left-turn offsets, signal coordination, clearance intervals, etc.
- Utilize key crash findings that would indicate needed attention in the field review.

B. Field Verification

After receiving City-provided documents and files, the HR Green team will conduct field investigations at the project intersections to verify existing lane geometry, signal phasing, controller operation, pedestrian crossing distances, applicable grades, and other operational characteristics that affect signal coordination. Pedestrian crossing distances and applicable roadway grades will be measured at intersections that were not evaluated as part of the City's prior signal timing work. The field review will confirm whether available documentation accurately reflects existing conditions and will identify operational issues to address during optimization.

To support the calculation of bicycle minimum green intervals in accordance with the 2026 California MUTCD, bicycle turning paths will be identified and measured using Google Earth and verified in the field, as needed. The measurements will be documented in an Excel spreadsheet for use in developing recommended timing parameters.

Through the field verification we will identify any gaps in infrastructure at the intersections in the traffic study and make observations on possible links between crash trends and intersection operations.

Assumption: Signal system inventory or equipment troubleshooting is not part of this scope of work.

C. ADT & Turning Movement Counts

HR Green and its subconsultant, Survey Count, Inc., will gather the traffic count data. They will undertake to gather two (2) 24-hour average daily traffic count for consecutive three (3) days along Citracado.

Final count locations will be confirmed through discussions with the City. The ADT counts will be used to confirm representative peak periods before processing turning movement count data. HR Green will review the ADT results and provide direction to Survey Count, Inc. regarding the AM, midday, and PM peak periods to be processed.



Survey Count will perform turning movement at thirteen (13) intersections, including the intersections for both the traffic signal optimization and the traffic study for a six-hour period on one weekday, including the AM, midday, and PM peak periods. Video data collection will be scheduled to capture complete queue formation and dissipation during each analysis period, providing an additional level of quality control.

The counts shall include two vehicle classifications (passenger car and heavy vehicles), pedestrian counts, and bicycle counts.

Deliverables

- ADT counts
- Turning movement counts
- Video Data Verification Log
- Field verification notes if needed

Data Required from the City

- Existing timing sheets
- Signal record drawings
- Synchro network model, if available
- Controller databases (if available)
- Posted speed map (if available)
- Five-Year Crash History
- Traffic Impact Studies relevant to Citracardo Pkwy & W Valley Parkway vicinity.

Task 3 – Signal Timing Review and Optimization

Before optimizing coordinated signal timing plans, the HR Green team will review and update basic vehicle, bicycle, and pedestrian timing parameters for the project intersections, with particular attention given to locations that were not evaluated as part of the City's prior signal timing work. Recommended basic timing parameters will be developed using the data collected under Task 2 and in accordance with the latest California MUTCD, the City's timing preferences, and industry best practices.

The review will include the following timing parameters:

- Minimum Green
- Bicycle Minimum Green
- Yellow Change Interval
- Red Clearance Interval
- Walk Time
- Flash Don't Walk Time

Existing Synchro models will be updated and calibrated to Synchro 12 using current traffic counts and field observations. Separate models will be developed for the weekday AM, Midday, and PM peak periods. Once City staff approve the existing Synchro files and basic timing parameters, we will first complete the analysis to generate the most efficient grouping and cycle length for each peak. A technical memorandum will be developed to summarize the preliminary recommended signal groupings, traffic progression strategies and cycle lengths, including minimum cycle length requirements based on pedestrian crossing times, coordination constraints at Caltrans intersections, and other operational considerations.

Upon the City's approval of the cycle length recommendations, the HR Green team will perform detailed corridor optimization for all peak periods. This work will include development of recommended offsets, splits, phase sequences, coordination parameters, and operational adjustments. The optimized timing plans will balance arterial progression, intersection capacity, side-street operations, pedestrian requirements, bicycle timing needs, and operational constraints while maintaining coordination across the project corridors.



Deliverables

- Technical memorandum summarizing recommended coordination strategy
- Optimized Synchro 12 models for weekday AM, Midday, and PM peak periods

Task 4 – Optimized Traffic Signal Timing Sheets for Implementation

Following acceptance of the optimized timing plans, the HR Green team will prepare implementation-ready timing sheets for the City's new SWARCO Omni controllers. The timing sheets will be provided in the format preferred by the City and coordinated with the controller upgrade work being performed by others.

- **Excel Timing Charts** – An implementation-ready spreadsheet summarizing the approved basic timing parameters and coordinated timing plans, including cycle lengths, splits, offsets, phase sequence, and coordination setting adjustment (if needed) for the AM, Midday, and PM peak periods.
- **SWARCO Omni Timing Sheets** – If the SWARCO Omni timing sheet format is available, Fehr & Peers will prepare or mark up the proposed timing parameters directly on the City's standard controller timing sheets to facilitate controller programming and support a seamless transition to the new signal controllers.

Deliverables

- Implementation-Ready Timing Charts

Task 5 – Finetuning

Successful implementation is essential to realizing the operational benefits of optimized signal timing. The HR Green team will work closely with the City's traffic signal operations team to support a smooth deployment and confirm that approved timing plans are accurately translated into the new controller environment. The implementation-ready timing sheets developed under Task 4 will be used by the City's controller integration team to program the SWARCO Omni controllers. As needed, the HR Green team will provide technical support during controller programming to answer questions, verify timing parameter implementation, and assist in resolving issues identified during deployment.

Following implementation of the new controllers, the HR Green team will coordinate field visits to fine-tune timing parameters for the subject peak periods. Field teams will drive the corridors to observe progression, queues, and operational performance, and a signal specialist will verify that selected timing parameters are operating as intended at individual intersections. Field adjustments will be made to minimize disruptions, improve progression, and accommodate observed turning movements and pedestrian activity.

Field observations will focus on:

- Signal coordination
- Queue progression
- Split utilization
- Offset performance
- Intersection-specific operational issues

Based on field observations, the HR Green team will adjust timing parameters as needed to optimize corridor performance while maintaining consistency with the approved timing strategy. We will also prepare an Implementation Plan describing the deployment sequence, quality-control procedures, and verification process to ensure consistency among the Synchro models, timing sheets, controller databases, and central signal system.

Deliverables

- Final Synchro models with fine-tuned timing plans



Task 6 –Identification of Countermeasures

Based on traffic analysis, crash evaluation and field review, HR Green will identify countermeasures that could potentially improve the safety and efficiency of traffic operations at the subject intersections in the Citracado Parkway and W Valley Pkwy vicinity. Potential countermeasures could include, but is not limited to:

- Pavement Marking and Signage improvements.
- Medians and other geometric improvements not requiring pavement widening.
- Improvements to traffic signal operations including phasing/ timing changes, changes to clearance intervals etc.
- Improvements to enhance visibility at the intersections, if required.

We will analyze the identified countermeasures using traffic modelling where feasible and tabulate the Crash Modification Factors of the improvements where applicable. Countermeasures will be categorized as short-, medium- or long-term improvements based on estimated costs and ease of implementation.

Deliverables

The following elements will be included in the traffic memo

- Crash Evaluation Findings
- Field Review Findings
- Improvement Alternatives
- Traffic Analysis Findings
- Crash Modification Factors

Task 7 – 15% Concept Development

HR Green will demonstrate the identified improvements on schematic sketches/exhibits. We will include a planning level estimate of the probable cost for each countermeasure identified.

Deliverables

- 15% Conceptual Exhibits with cost estimate

Task 8 – “Before” and “After” Travel Time Studies

To quantify operational improvements from the optimization of ten signal along the corridor, the HR Green team will conduct before-and-after travel time studies along each project corridor using GPS-based Tru-Traffic software.

A minimum of four (4) runs in each direction will be completed during the AM, Midday, and PM peak periods before implementation and following completion of timing fine-tuning. Data collection will be performed under comparable seasonal and operating conditions to ensure meaningful comparisons. Performance measures will include:

- Travel time
- Total delay
- Average speed
- Number of stops

The results will be summarized in a concise technical memorandum to document operational improvements achieved through the optimized signal timing plans.

Deliverables

- Before-and-after travel time summary
- Corridor performance evaluation



Task 10. Technical Memorandum

HR Green will provide the City with the final Synchro files for each of the signals for each of the corridors. We will prepare a draft Technical Memorandum documenting findings, final analysis recommendations, countermeasures and results of final implementation with summary tables and charts. The City will be provided up to two weeks to review and comment on the draft Technical Memorandum.

We will incorporate the comments provided by the City and will provide an electronic copy of the Final Technical Memorandum. Appendices will include traffic counts, final Synchro reports, and traffic signal timing plans.

Deliverables

- Draft and Final Tech Memo

DELIVERABLES SUMMARY

The following deliverables are included in this proposal:

- Kickoff meeting agenda and meeting minutes
- Progress meeting agendas, minutes, and action item tracking
- Available data review summary
- ADT count data and turning movement count data
- Field verification notes, as needed
- Basic timing parameter review and recommendations
- Technical memorandum summarizing recommended coordination strategy, cycle lengths, and grouping approach
- Optimized Synchro 12 models for weekday AM, midday, and PM peak periods
- Implementation-ready timing charts or SWARCO Omni timing sheets
- Final Synchro models with field fine-tuned timing plans
- 15% Concept Sketches for Identified Countermeasures
- Before-and-after travel time summary and corridor performance evaluation
- Draft and Final Technical Memorandum
- Setup SharePoint for final documentation of all files to the City

PROJECT SCHEDULE

Task	Weeks 1–2	Weeks 3–4	Weeks 5–8	Weeks 9-10	Weeks 11–14	Weeks 14–17	Weeks 18-20	Weeks 21-22	Weeks 23-25	Weeks 26-27
Notice to Proceed / Kickoff										
Existing Conditions Review & Data Collection										
Crash History Review										
Field Review										
Traffic Counts (ADT & TMC)										
Signal Timing Review & Optimization										
Field Implementation & Fine-Tuning										
Identify Countermeasures										
15% Concept Plans										
Before And After Studies										
Draft Technical Memorandum										
City Review										
Final Technical Memorandum										

SCHEDULE ASSUMPTIONS

- The schedule will begin upon receipt of written Notice-to-Proceed.
- City-provided data, including crash history, traffic impact studies, Synchro files and available timing sheets, will be provided promptly after kickoff.
- City review comments will be consolidated and returned within durations that support the agreed-upon schedule.
- Controller programming and implementation will be performed by others.
- Field fine-tuning and before/after studies will be scheduled after controller implementation and will depend on field conditions and City availability.
- Engineering design for improvements will not be part of the project. Only conceptual exhibits will be prepared.



PROJECT TEAM

KEY PERSONNEL

- Project Manager: Yogesh Montri, PE, PTOE, RSP 1
- Deputy Project Manager: Art Casillas, PE
- HR Green Technical Team: Min Zhou, Jeannie MacDonlad, Manoj Pavithran, Lily Diaz, Sonia Rahaman, and additional traffic engineering staff as needed
- Survey Count Lead: Ben Zhou

ASSUMPTIONS

This proposal is based on the following assumptions:

- The final number of intersections and count locations will be confirmed with the City before data collection begins.
- Existing Synchro models, crash history, timing sheets, as-built plans, controller databases, and available speed information will be provided by the City, if available.
- Implementation of timing sheets and controller programming will be performed by others.
- HR Green and Fehr & Peers will provide fine-tuning of plans after timing plans are programmed.
- City reviews will occur in a timeframe that supports the project schedule.
- Operational benefits will be documented using before-and-after travel time studies conducted under comparable conditions, to the extent practicable.

OUT OF SCOPE ITEMS

Items not specifically covered by the preceding scope and arising out of additional requirements by the City, will be considered additional services. HR Green will complete such additional services upon authorization by the City. The additional services will be billed according to the hourly billing rates approved in the On-call contract.

FEE

Our proposed not-to-exceed fee for professional engineering services is **\$95,080**. Separate derivation of hours and fee tables are provided for HR Green and Fehr & Peers for their respective project responsibilities in the attachments and exhibits. The fee is based on the scope, assumptions, and schedule described in this proposal.

Total Fee for Signal Sync for Citracado Pwy and Traffic Study	
Task	Fee
HR Green for Citracado	\$89,380
SurveyCount for ADT and TMC Counts	\$5,700
Total	\$95,080

Attachment – A: HR Green's Fee Table

Attachment – B: Traffic Count Scope of Work and Fee Proposal

RESOLUTION NO. 2026-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING THE FIVE-YEAR
CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS
2026/27 – 2030/31 AND THE PROJECT BUDGETS FOR
FISCAL YEAR 2026/27

WHEREAS, the budgets for all capital projects for the period July 1, 2026 through June 30, 2027, inclusive, contained in the Fiscal Years 2026/27-2030/31 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by the City Council, are adopted as the final project budgets for Fiscal Year 2026/27. Amendments to this budget may be made from time-to-time following review and approval by minute action of the City Council; and

WHEREAS, the Fiscal Year 2026/27 amount designated for each project and each fund in the Five-Year Capital Project Improvement Program and Budget, on file with the City Clerk, are hereby appropriated to the fund for which it is designated. Such appropriations as adjusted shall be neither increased nor decreased without approval of the City Council, except for transfers within projects may be approved by the City Manager, up to 10% per total project and a maximum of \$50,000 from contingency funds. All amounts designated in each project budget on file with the City Clerk are hereby appropriated for such uses to the fund under which they are listed, and shall be neither increased nor decreased without approval of the City Manager; and

WHEREAS, any City Council action changing the above-mentioned assumptions will cause the Five-Year Capital Improvement Program and Fiscal Year 2026/27 Project Budgets to be revised and brought back to the City Council for modification; and

WHEREAS, the projects in the Five-Year Capital Improvement Program and Fiscal Year 2026/27 Project Budgets conform to and are consistent with the General Plan; and

WHEREAS, all identified projects within the Five-Year Capital Project Improvement Program and Fiscal Year 2026/27 Project Budgets are subject to further environmental review and thus at this point are merely speculative. Appropriate environmental documents pursuant to the California Environmental Quality Act and/or National Environmental Policy Act will be prepared after a specific project scope is defined but prior to the City's approval of the project itself, including prior to the City's review and approval of any related construction contracts or entitlements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council adopts the budgets for all capital projects for the period July 1, 2026 through June 30, 2027, inclusive, contained in the Fiscal Years 2026/27-2030/31 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk).

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 17th day of JUNE, 2026 by the following vote to wit:

AYE : Councilmembers: FITZGERALD, GARCIA, GARCIA, MARTINEZ, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

Dane White

19FFE5DB8C3B409...

DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:

Zack Beck

A58535D0BDC1430...

ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2026-93

RESOLUTION NO. 2026-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING THE TRANSNET
LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS
FOR FISCAL YEARS 2027 THROUGH 2031

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (TransNet Extension Ordinance); and

WHEREAS, the TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax ("TransNet") funds; and

WHEREAS, the City of Escondido was provided with an estimate of annual TransNet local street improvement revenues for fiscal years 2026 through 2031; and

WHEREAS, the City of Escondido has held a noticed public hearing with an agenda item that clearly identified the proposed amendment prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 17th day of JUNE, 2026 by the following vote to wit:

AYE : Councilmembers: FITZGERALD, GARCIA, GARCIA, MARTINEZ, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...
DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2026-95

Attachment "2"

Item 6.

2. That the City of Escondido has requested from SANDAG the following list of projects and funding for FY2026/27 and forecasted projects and funding for FY2027/28 through FY2030/31.

List of Projects	Proposed FY26/27	Forecast FY27/28	Forecast FY28/29	Forecast FY29/30	Forecast FY30/31
Projected Available Balance	\$6,355,550	\$5,563,000	\$5,707,000	\$5,853,000	\$6,003,000
Comprehensive Active Transportation Strategy (CATS)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Grand Avenue Streetscape Improvements	\$1,750,000	\$2,000,000	\$1,300,000	\$1,000,000	\$500,000
Pavement Maintenance and Rehabilitation 2026	\$2,805,550	\$2,063,000	\$3,207,000	\$3,353,000	\$4,003,000
Traffic Signals	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
Sierra Linda Storm Drain Repair	\$300,000	\$0	\$0	\$0	\$0
Transportation Master Plan	\$200,000	\$200,000	\$0	\$0	\$0
Escondido Creek Drainage Capacity	\$0	\$0	\$200,000	\$500,000	\$500,000
Total Transnet Fund Project Requests	\$6,055,550	\$5,263,000	\$5,707,000	\$5,853,000	\$6,003,000
Transnet Fund Remaining Balance	\$300,000	\$300,000	\$0	\$0	\$0

3. BE IT FURTHER RESOLVED that pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its cumulative revenues shall be spent on local street and road maintenance-related projects, or that its expenditures are consistent with the most recent TransNet Extension Ordinance requirements adopted by SANDAG.

4. BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of Escondido certifies that all new projects, or major reconstruction projects, funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido's public hearing process.

5. BE IT FURTHER RESOLVED that pursuant to Section 8 of the TransNet Extension Ordinance, the City of Escondido certifies that the required minimum annual level of local discretionary funds to be

expended for street and road purposes will be met throughout the 5-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

6. BE IT FURTHER RESOLVED that pursuant to Section 9A of the TransNet Extension Ordinance, the City of Escondido certifies that it will exact \$3,109.88 plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction (unless exempted under the TransNet Extension Ordinance,) and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (RTCIP)

7. BE IT FURTHER RESOLVED that pursuant to Section 13 of the TransNet Extension Ordinance, the City of Escondido certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned expended only for those purposes for which the funds were allocated.

8. BE IT FURTHER RESOLVED that pursuant to Section 18 of the TransNet Extension Ordinance, the City of Escondido certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs

9. BE IT FURTHER RESOLVED that the City of Escondido does hereby certify that all other applicable provisions of the TransNet Extension Ordinance and SANDAG Board Policy No. 31 have been met.

10. BE IT FURTHER RESOLVED that the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of Escondido's TransNet funded projects.



STAFF REPORT

October 7, 2026

File Number 0600-10; A-1732-2

SUBJECT

A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA

DEPARTMENT

Economic Development – Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease (“Second Amendment”) with San Diego County Credit Union (referred to herein as “SDCCU”) for 150 East Valley Parkway, Escondido, California.

Staff Recommendation: Approval (Economic Development: Christopher McKinney, Deputy City Manager)

Presenter: Timer Paidá, Management Analyst – Real Property

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development; Financial Stewardship

FISCAL ANALYSIS

The Second Amendment to Ground Lease with SDCCU is attached as Exhibit “A” to Resolution No. 2026-173. The Second Amendment shall extend the term of the lease to November 28, 2031, and SDCCU shall pay the City rent in the amount of \$14,098.13 per month, beginning on the Effective Date. Rent shall increase annually, on the anniversary of the Effective Date, by four percent (4%). The City’s real estate consultant, Jones Lang Lasalle Americas Inc., may receive a commission equaling five percent of the first year of the lease, which shall be paid out of lease payments as those payments are made to the City.

PREVIOUS ACTION

The City and HomeFed Bank entered into a Ground Lease (“Ground Lease”) dated June 5, 1991. On December 3, 1993, after HomeFed Bank failed, the Ground Lease was transferred to Great Western Bank. In 1998, Great Western Bank merged with Washington Mutual Bank and Washington Mutual Bank acquired the Ground Lease. In an agreement dated June 18, 1999, Washington Mutual Bank assigned the



CITY of ESCONDIDO

STAFF REPORT

Ground Lease to SDCCU. In an agreement dated September 1, 1999, between the City, SDCCU, and Washington Mutual Bank, FA, the City accepted this assignment.

The City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003, granting public access along the north side of the property and adding approximately 3,000 square feet of additional property next to the existing parking lot.

SDCCU's rights to the property and to the Ground Lease continue through February 2027. The City and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 28, 2031.

BACKGROUND

The City leases property to SDCCU at 150 East Valley Parkway. In addition to the bank building, the lease arrangement includes parking areas that are important to the operation of the branch and serve SDCCU customers and employees. Portions of these parking areas are located on property owned by John E. Mason, Trustee of that Certain Declaration of Trust dated July 1, 1983 ("Mason Family Trust") and James E. Robinson, Trustee of the Bandy Family 1983 Trust dated April 7, 1983 ("Bandy Family Trust"). SDCCU would like to extend its lease and continue operating at this location. The proposed lease extension will allow SDCCU to remain at the site, maintain access to the parking areas that support the branch, and continue providing lease revenue to the City.

While staff is also reviewing matters related to the parking lot leases with the Mason Family Trust and the Bandy Family Trust, those matters are separate from the proposed SDCCU lease extension, and any future actions related to the parking lots, if required, will be presented separately for City Council consideration. Staff recommends moving forward with the SDCCU lease amendment at this time to avoid delays and provide certainty of continued operations for the tenant.

The following summarizes the terms of the proposed Second Amendment to Ground Lease:

Paragraph 1: Lease Term Extension

The proposed Second Amendment extends the term of the Ground Lease through November 28, 2031. Extending the lease term will provide long-term stability for SDCCU's continued operation at the site and align the lease with the parties' intended occupancy period.

Paragraph 2: Rent

Beginning on the Effective Date of the Second Amendment, SDCCU will pay monthly rent of \$14,098.13 to the City. Rent will be due on the first day of each month and will increase by four percent (4%) annually on the anniversary of the Effective Date to provide for predictable revenue growth over the lease term.



CITY of ESCONDIDO

STAFF REPORT

Paragraph 3: Parking Lot Parcels and Leases

The leased premises include the bank building and associated parking areas that support customer and employee access to the branch. The City is working to secure extensions of the underlying lease for Parcel B and Parcel C so that all property interests supporting the site will expire on the same date. Due to a recent ownership change affecting one of the underlying parcels, those extensions may not be finalized before execution of this amendment. As a result, the amendment will initially apply to Parcel A and will automatically incorporate Parcel B and Parcel C as the necessary lease extensions are executed.

Paragraph 4: Temporary Termination Right

Until lease extensions for both Parcel B and Parcel C have been secured, SDCCU will have the right to terminate the Ground Lease upon thirty (30) days' prior written notice to the City. This provision provides SDCCU with flexibility while the City completes efforts to align the terms of all underlying property interests.

Paragraph 5: Remaining Terms and Conditions

Except for the changes described in the Second Amendment, all other terms and conditions of the Ground Lease and prior amendments will remain unchanged and in full force and effect.

Paragraph 6: Entire Agreement

The Second Amendment, together with the original Ground Lease and First Amendment, represents the complete agreement between the parties regarding this matter. No other written or verbal agreements exist outside of the documents approved by the parties.

Paragraph 7: Execution of Documents

The Second Amendment may be executed in multiple counterparts, each of which will be considered an original document. Electronic signatures and electronically transmitted signature pages will have the same force and effect as original handwritten signatures.

RESOLUTIONS

- a. Resolution No. 2026-173
- b. Resolution No. 2026-173 – Exhibit “A” – Second Amendment to Ground Lease

RESOLUTION NO. 2026-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA

WHEREAS, the City of Escondido ("City") and Homefed Bank entered into a Ground Lease ("Ground Lease") dated June 5, 1991; and

WHEREAS, on December 3, 1993, the Ground Lease was transferred to Great Western Bank; and

WHEREAS, in 1998, Great Western Bank merged with Washington Mutual Bank and Washington Mutual Bank acquired all rights to the Ground Lease; and

WHEREAS, in an Assignment and Assumption Agreement dated June 18, 1999, Washington Mutual Bank assigned its rights under the Ground Lease to SDCCU; and

WHEREAS, in an Assignment, Assumption, Consent and Release Agreement between the City, SDCCU, and Washington Mutual Bank, FA, dated September 1, 1999, the City accepted and consented to this assignment; and

WHEREAS, the City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003; and

WHEREAS, SDCCU's rights to the property and to the Ground Lease continue through February 2027; and

WHEREAS, the City and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 28, 2031; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease with San Diego County Credit Union, a draft of which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference, 150 East Valley Parkway, Escondido, California, subject to final approval as to form by the City Attorney.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Escondido
201 North Broadway

Escondido, California 92025-2798

This Space for Recorder's Use Only

SECOND AMENDMENT TO GROUND LEASE

150 East Valley Parkway, Escondido, California

This SECOND AMENDMENT TO GROUND LEASE ("Second Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"), by and between the CITY OF ESCONDIDO, a California municipal corporation, ("CITY") and the SAN DIEGO COUNTY CREDIT UNION ("SDCCU"), a California Mutual Benefit Credit Union (collectively referred to herein as the "Parties.").

WHEREAS:

- A. The City and HomeFed Bank, Federal Savings Bank, entered into a Ground Lease dated June 5, 1991 ("Ground Lease");
- B. HomeFed Bank later failed, and its assets were divested by the Resolution Trust Corporation, with HomeFed's interest in the Ground Lease transferred to Great Western Bank in an Assumption of Ground Lease, effective December 3, 1993;
- C. Great Western Bank merged with Washington Mutual Bank in 1998, and Washington Mutual Bank acquired all rights to the Ground Lease;
- D. Washington Mutual Bank assigned its rights under the Ground Lease to SDCCU, in an Assignment and Assumption Agreement dated June 18, 1999. The City accepted and consented to this assignment in an Assignment, Assumption, Consent and Release Agreement dated September 1, 1999, between the City, SDCCU, and Washington Mutual Bank, FA;
- E. The City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003 which granted public

access across a 25-foot wide strip along the north side of the property, providing ingress and egress between the parking lot and Broadway Avenue, in addition to leasehold rights to approximately 3,000 square feet of additional property, specifically the northerly 40 feet of Lots 11, 12, and 13 of Block 15, adjacent to the existing parking lot.

- F. SDCCU's rights to the Property and to the Ground Lease continue through February 2027; and
- G. The CITY and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 28, 2031.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein, it is mutually agreed by and between the City and SDCCU that the Ground Lease shall be amended, modified, and supplemented, as follows:

1. The term of the lease as stated in Article 10: Term, of the Ground Lease, and specified in Paragraph F of First Amendment to Ground Lease and First Amendment to Assignment Agreement, shall be extended to November 28, 2031.
2. The rent of the lease as stated in Article 11: Rent, of the Ground Lease, and specified in Paragraph 5 of First Amendment to Ground Lease and First Amendment to Assignment Agreement, shall be amended and Lessee shall pay to the City rent in the amount of \$14,098.13 per month ("Rent"), due and payable on or before the first day of each month, commencing on the Effective Date. Rent shall increase annually on the anniversary of the Effective Date by four percent (4%).
3. The City is working to secure an extension of the Parcel B Lease and Parcel C Lease in order to include those Parcels in this Second Amendment so that they will be coterminous. The Parties recognize that due to a change in ownership of one of those parcels, the lease extensions might not be fully secured prior to execution of this Second Amendment. Therefore the definition of "Premises" shall be amended to include Parcel A, and, as soon as an extension of the Parcel B Lease is executed, it shall include Parcel B and as soon as an extension of the Parcel C Lease is executed, it shall include Parcel C.
4. SDCCU shall have the right to terminate the Ground Lease with thirty (30) days advance written notice to the City, at any time until the City secures the coterminous extensions of both the Parcel B Lease and Parcel C Lease and delivers notice to SDCCU of such coterminous extensions.

5. All other terms and conditions of the Ground Lease and the First Amendment to Ground Lease and First Amendment to Assignment Agreement not referenced above shall remain unchanged and in full force and effect.
6. This Second Amendment, the First Amendment to Ground Lease and First Amendment to Assignment Agreement, and the Ground Lease, together with any attachments thereto, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
7. This Second Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date:

SAN DIEGO COUNTY CREDIT UNION

Date: _____

By: _____
Teresa Campbell, President and CEO

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
M. DARE DELANO, Interim City Attorney

By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally
appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

City

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

SDCCU



STAFF REPORT

October 7, 2026
File Number 0120-10

SUBJECT

BUILDING ADVISORY AND APPEALS BOARD VACANCY DECLARATION

DEPARTMENT

City Clerk's Office

RECOMMENDATION

It is recommended that the City Council declare a vacancy on the Building Advisory and Appeals Board by concluding the appointment of Commissioner Michael Delaney effective October 7, 2026.

Staff Recommendation: None (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY –

BACKGROUND

The Building Advisory and Appeals Board is a City of Escondido advisory body that hears appeals and makes determinations concerning alternate methods of construction and alternate materials relating to the City's Building, Electrical, Plumbing, Mechanical, Dangerous Buildings, and Housing Codes. The Board is composed of members appointed pursuant to the City's Board and Commission Bylaws.

The City Council adopted Resolution No. 2024-42R (Attachment "1") establishing uniform bylaws governing the Building Advisory and Appeals Board, Public Art Commission, and Transportation and Community Safety Commission. The Bylaws establish the appointment, eligibility, terms of office, and vacancy procedures applicable to these boards and commissions.

Article X, Section 10.01 of the Bylaws provides that members of City boards and commissions are appointed by the Mayor from among residents within the geographic area of the City's General Plan. The Bylaws further provide that members serve at the pleasure of the City Council and may be removed from office at any time, without cause.

Section 10.01 also establishes two-year terms for members of City boards and commissions, except for the Library Board of Trustees and Planning Commission. When a vacancy occurs before the expiration of



CITY *of* ESCONDIDO

STAFF REPORT

a term, the vacancy is to be filled by appointment for the unexpired portion of the term consistent with the applicable nomination procedure.

The City Clerk's Office has been notified that Commissioner Michael Delaney's appointment to the Building Advisory and Appeals Board should be concluded. Accordingly, staff is bringing this matter forward for City Council consideration to formally declare the seat vacant effective October 7, 2026.

DISCUSSION

The proposed action would conclude Commissioner Delaney's current appointment and establish a vacancy on the Building Advisory and Appeals Board.

Consistent with Article X, Section 10.01 of the Bylaws, the City Council has authority to remove a board or commission member from office at any time, without cause. Following the declaration of the vacancy, the City Clerk's Office will proceed with the applicable recruitment and appointment process to facilitate filling the vacancy for the remainder of the unexpired term.

Article VIII, Section 8.01 directs the City Clerk's Office to make efforts to fill board and commission vacancies as soon as practical and to inform the City Council of the status of recruitment efforts.

ATTACHMENTS

- a. Attachment "1"—Resolution No. 2024-42R-Board and Commission Bylaws

RESOLUTION NO. 2024-42R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING BY-LAWS FOR
CITY BOARDS AND COMMISSIONS

WHEREAS, the City of Escondido ("City") is a general law city governed by a legislative body comprised of a mayor elected at large and four councilmembers elected by districts who regularly rely on the work and advise of various boards and commissions which hear and consider various matters of public interest on behalf of the City of Escondido; and

WHEREAS, the City currently has the following City boards and commissions: Planning Commission, Public Arts Commission; Library Board of Trustees; Building Advisory and Appeals Board; and, Transportation and Community Safety Commission; and

WHEREAS, as a general law City, the City of Escondido must comply with state law in the nomination and approval of boards and commissions members, including but not limited to Government Code section 40605, and must further comply with the nominating and membership rules relating to Interagency Boards; and

WHEREAS, on March 2, 2022, the City Council adopted Ordinance No. 2021-14R which states, "except for the Planning Commission and the Library Board of Trustees, all city created boards and commissions shall be governed by a uniform set of by-laws which shall be approved by the city council through adoption of a Resolution."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.

2. That the following By-Laws shall govern the Building and Advisory Appeals Board, Public Art Commission and Transportation and Community Safety Commission:

Article I. Boards and Commissions

Section 1.01 Advisory bodies develop recommendations and present supporting information to the City Council. Their role can include hearing public testimony, building community consensus for proposals or projects, facilitating a study of issues, guiding implementation of new or regulating established programs, or assessing the alternatives regarding issues of community concern. The Planning Commission has the authority to make final decisions; some decisions may be appealed to Council.

Section 1.02 Advisory bodies relate to the Council and staff as follows:

(a) Council's role is to make policy; direct the City Manager to carry out policy; solicit input from boards/commissions on issues in their various functional areas unless there are legal or time constraints

(b) The Advisory body's role is to advise Council on policy that assists Council in carrying out their responsibilities; provide citizen input by being positive representatives of the Council and the community

(c) Staff's role is to research and investigate issues, prepare alternatives and recommendations for advisory bodies and Council to review and implement Council policy decisions; provide staff liaison and clerical support to the advisory body under the guidance of the department head (and ultimately, the City Manager)

Section 1.03 Advisory bodies are not involved in the administration or operation of City departments. They should not contact the media in an official capacity or speak on behalf of the City or the advisory body unless authorized to do so. Advisory body members may not direct administrative staff to initiate programs and may not conduct major studies or establish policy without the approval of the City Council. City staff members are available to provide general staff assistance to the advisory body.

Article II. Board and Commission Bylaws

Section 2.01 The City of Escondido maintains five boards and commissions:

Section 2.02 As a matter of policy, it serves the public interest to have the greatest possible public access to board and commission meetings. As such, meetings are held in Council Chambers (or via videoconference) and preferably occur at least once a month.

(a) Building Advisory and Appeals Board

(i) The Building Advisory and Appeals Board hears appeals and makes determinations relative to alternate methods of construction and alternate materials pertaining to the Building, Electrical, Plumbing, Mechanical, Dangerous Buildings, and Housing Codes of the City of Escondido.

(b) Library Board of Trustees

(i) The Library Board of Trustees oversees library services and advises the City Council and the City Librarian on the development of plans, policies and programs that are responsive to the community's needs and desires.

(c) Planning Commission

(i) The Planning Commission serves in an advisory capacity to the City Council on land use policy planning matters, which guide the future development of the City. The Planning Commission has final approval authority on certain cases and recommends action to the City Council on others.

(ii) The Escondido Planning Commission is established pursuant to Chapter 20 of the Escondido Municipal Code, and is authorized by Government Code section 65100 et. seq. 2.

(iii) The Planning Commission considers and provides recommendations to the City Council on land use policies and documents including, but not limited to, the Escondido General Plan, specific plans, and the Escondido Zoning Code. These and other documents establish development standards and design parameters for future development projects and improvements in the City.

(iv) The Planning Commission shall hear appeals of administrative decisions and decisions made by the Zoning Administrator pursuant to section 33-1303 of the Escondido Zoning Code.

(v) Decisions of the Planning Commission can be appealed to the City Council pursuant to section 33-1303 of the Escondido Zoning Code.

(d) Public Art Commission

(i) The Public Art Commission functions in an advisory capacity in matters pertaining to art in public places.

(e) Transportation and Community Safety Commission

(i) The Transportation and Community Safety Commission is an advisory body to the City Council, Engineering Services Department and the Police Traffic Division.

Article III. Eligibility and Membership

Section 3.01 No board or commission members shall hold any paid office or employment with the City of Escondido. All persons appointed shall be registered voters of the City and live within the geographic boundaries of the City's General Plan at the time of their appointment.

Section 3.02 If at any time during their term any member of a board or commission shall cease to be an elector of the City or shall cease to maintain their principal place of residence within the geographical boundaries of the City's General Plan, then such person shall become ineligible to continue to serve as a member of the board or commission and said position shall be declared vacant by the City Council.

Article IV. Term Length

Section 4.01 Board and Commission term lengths are two years.

(a) Exception: Term lengths for the Library Board of Trustees are three years and Planning Commission are four years.

Article V. Spouses, Household Members, and Relatives

Section 5.01 No individual shall be eligible to serve on a City board or commission, who has a spouse, household member living under the same roof, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), currently serving as a member of the City Council, or employed as the City Manager, Assistant City Manager, Deputy City Manager, City Attorney, Department Director or Assistant Director or equivalent for the City of Escondido.

Article VI. Concurrent Service

Section 6.01 No member of any board or commission listed herein, may serve on more than one board or commission at the same time.

(a) Exception: Members of the Building Advisory and Appeals Board may serve on another board or commission at the same time.

Article VII. Limitation on Terms

Section 7.01 Any person appointed to a board or commission shall be immediately eligible, upon the expiration of their term or resignation prior to completion of their term if appointed to a different board or commission, to serve on a different board or commission.

Article VIII. Recruitment

Section 8.01 Through the Office of the City Clerk, efforts will be made to fill board or commission vacancies as soon as practical. Upon notification of a vacancy, whether planned or unplanned, staff shall inform Council of the status of recruitment efforts to fill the vacancy.

Article IX. Appointment

Section 9.01 Sec. 2-26. Duty to appoint board and commission members; Bylaws.

(a) Unless otherwise provided by state law, the mayor shall appoint members and alternates to all state, county, city, and other interagency boards and commissions, including subcommittees.

Section 9.02 Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographic area within the city's general plan.

Section 9.03 Except for the Planning Commission and the Library Board of Trustees, all city-created boards and commissions shall be governed by a uniform set of by-laws which shall be approved by the city council through adoption of a Resolution.

Article X. Appointment and terms of office.

Section 10.01 Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:

(a) The members of all boards and commissions shall be appointed by the mayor from among the residents of the geographic area within the city's general plan.

(b) The members of all boards and commissions shall serve at the pleasure of the council, and may be removed from office at any time, without cause.

(c) The terms of office for members of all boards and commissions established by the City of Escondido, with the exception of the Library Board of Trustees and Planning Commission, shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the second year thereafter.

(d) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in this section.

(e) During January and February, the City of Escondido solicits applications from persons interested in actively participating in local government. Interviews are conducted by the full Council and each application is carefully reviewed before an appointment is made. Terms of office expire on March 31.

(f) Applications are accepted throughout the year, however, in case additional appointments need to be made due to resignations or other unforeseen circumstances.

Article XI. Oath of Office

Section 11.01 Each board and commission member, before entering upon the discharge of the duties of his/her office, shall take, subscribe to, and file with the City Clerk the following oath or affirmation:

(a) "I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of

California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.”

Article XII. Training

Section 12.01 Training shall be provided to all board and commission members by the City through the Office of the City Clerk, in consultation with the staff liaison for each board or commission.

Article XIII. Disclosure Obligations

Section 13.01 All public officials, include commissioners, must file annual conflict of interest forms with the City Clerk's office as required by State law. Those forms are public records which are available to the public upon request. The forms require disclosure of information about income, business and property interests in the community, gifts, and the like. As to income, officials are required to disclose sources, but not exact dollar amounts.

Article XIV. Officers

Section 14.01 Each board and commission shall elect one of its members as chair and another member as vice chair by a majority vote. The term length for Chair and Vice Chair is one year.

(a) Exception: Library Board of Trustees is governed by State Law and requires the selection of a President and Secretary for the Board.

Article XV. Chair's Role and Responsibilities

Section 15.01 Presides at meetings of the board or commission, and follows Brown Act requirements for conducting meetings.

Article XVI. Vice Chair's Role and Responsibilities

Section 16.01 Serves as the presiding officer in the absence of the chair.

Article XVII. Meetings

Section 17.01 Each board and commission shall hold regular meetings and special meetings as it may require. All meetings shall be open to the public and meet Brown Act requirements.

Section 17.02 Matters Covered

(a) Order of Business. Regular business shall be taken up for consideration in substantially the following order:

- 1) Flag Salute
- 2) Roll Call
- 3) Oral Communications
- 4) Current Business Matters
- 5) Future Agenda Items
- 6) Commissioner / Board Member Reports
- 7) Oral Communications
- 8) Adjournment

Section 17.03 Oral Communications.

(a) Time has been reserved near the end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Commission on items of interest to the public. The Mayor as the presiding officer may at his or her discretion reduce or extend the time for a speaker or speaker representative to address the Commission consistent with the Ralph M. Brown Act. Members of the public that speak during "Oral Communications" may not demand audio/visual support from the City Clerk or City Staff. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Commission on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

Section 17.04 Electronic Public Comment

(a) Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments submitted electronically will, if feasible, be provided to the Commission by the City Clerk prior to the Commission meeting for which the comments

apply. Those comments shall thereafter be summarized and permanently filed with the minutes of the meeting.

(b) Commissioner / Board Member Reports.

(i) The Commission Member Report agenda item provides members of the Commission an opportunity to report matters of general interest to the public and their fellow Commission Members. No actions, votes or further discussions shall occur on any such matter(s).

Commission Action on Agenda Matters.

Article XVIII. Commission Action on Agenda Matters

Section 18.01 Prior to any vote or discussion by the Commission on a matter to be decided on the agenda, City staff shall provide a presentation and/or answer questions, if requested, and thereafter, any Council member may seek recognition by the presiding officer and make a motion to adopt such item, and thereafter, the presiding officer shall determine if another Commission member, including the presiding officer, seconds the motion. If the motion receives a second, the matter may be debated before putting the motion to a vote of the Commission. A motion that fails to obtain a second or a majority vote shall die.

Article XIX. Manner of Addressing Commission/Board - Time Limit.

Section 19.01 Each person addressing the Commission shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.

(a) Whenever any group of persons wishes to address the

(b) Commission on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Commission so as to avoid unnecessary repetitions before the Commission.

(c) City staff presentations and responses to Commission questions are not governed by this time limit.

Article XX. Posting of Agenda.

Section 20.01 At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

Article XXI. Content of Agenda

Section 21.01 Under state law, the Commission is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, or upon the request of an individual Commissioner with the concurrence of at least one other Commissioner. The Staff Liaison shall be in charge of preparing the Commission agenda.

Section 21.02 Processing of Motions

(a) When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Commission members.

(b) The presiding officer shall at any time by majority consent of the Commission members, permit a Commission member to propose the reordering of agenda items.

(c) If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Commission member shall, divide the same.

Section 21.03 Precedence of Motions.

(a) When a motion is before the Commission, no motion shall be entertained except (precedence in order indicated):

- 1) To adjourn
- 2) To fix hour of adjournment

- 3) To table
- 4) For the previous question
- 5) To postpone to a certain day
- 6) To refer
- 7) To amend
- 8) To postpone indefinitely

(b) A motion to adjourn shall be in order any time, except as follows:

- 1) When repeated without intervening business or discussion
- 2) When made as an interruption of a Commission member while speaking
- 3) When the previous question has been ordered
- 4) While a vote is being taken

(c) A motion to adjourn "to another time" is debatable only as to the time to which the
(d) meeting is adjourned.

(e) A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the agenda of the next regular meeting, to be discussed at the following regular meeting.

(f) A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Commission member of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.

(g) A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be

in order but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.

(h) A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.

(i) A motion to refer shall not be debatable except for the propriety of referring.

Article XXII. Administrative Mandamus.

Section 22.01 Persons who are dissatisfied with a decision of the Commission may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

Article XXIII. Appeals; Continuances.

Section 23.01 Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

Article XXIV. Reconsideration.

Section 24.01 Any member of the Commission, voting in the majority on any action of the Commission, may at the same meeting, or at a subsequent time, request the Commission reconsider an action. A reconsideration request made by a member of the Commission voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

Section 24.02 All requests for reconsideration of a Commission action shall be provided to each Commission member, and the City Clerk in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Commission determines when reconsideration shall occur.

Article XXV. Personal Privilege.

Section 25.01 The right of any Commission member to address the Commission on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

Article XXVI. Commission Conduct.

Section 26.01 Each member of the Commission shall act in a courteous and respectful manner to all members of the Commission, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Commission.

Article XXVII. Decorum and Security.

Section 27.01 While the Commission is in session, the Commission members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.

Section 27.02 Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches and which disrupt the proceedings shall not be displayed during Commission proceedings by members of the public.

Article XXVIII. Attendance

Section 28.01 Each member of a City board or commission is expected to attend all regularly scheduled meetings. When a board or commission member knows in advance that he/she will be absent from a meeting, the member shall give advance notice to the chair and/or staff liaison.

Section 28.02 Absences from more than 25% of all regularly scheduled meetings over the course of a 12-month period, shall result in that member's seat being declared vacant by the City Clerk.

Article XXIX. Quorums

Section 29.01 Boards and commissions have a quorum present when a majority of their total membership is present.

Article XXX. Majority and Abstentions

Section 30.01 Board and commission motions shall be approved by a majority of legal votes cast. Members who fail to vote are presumed to have waived the exercise of their right and to have consented to allow the will of the organization to be expressed by those voting. The tabulation of a vote is based on the number of members present and voting. Abstentions are not counted, since a member who abstains voluntarily relinquishes his or her vote, and is not counted in the results.

Article XXXI. Subcommittees

Section 31.01 Subcommittees may be established as required to facilitate the study of Commission-directed or staff-requested initiatives.

Article XXXII. Staff Support to Board and Commissions

Section 32.01 Relevant departments shall appoint a staff liaison to support each board and commission.

Article XXXIII. Role in Public Communication

Section 33.01 In addition to their role as advisors to the City Council, boards and commissions, as a body, serve as liaisons between the City and the general public regarding issues under their purview at City sponsored meetings or events. Each board and commission functions as a communication link, explaining City programs and recommendations, advocating established City policy and services, as well as providing a forum for public comment.

Article XXXIV. Board and Commission Role Outside of Meetings

Section 34.01 Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the City Council or the board or commission to do so for a particular purpose.

(a) In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions.

(b) In public, however, all members shall represent the official policies or positions of their board or commission.

Article XXXV. Board and Commission Communication with City Council

Section 35.01 Council shall be kept informed of the activities of boards and commissions by virtue of the board and commission minutes.

Section 35.02 Council shall encourage members of the public to submit issues and/or concerns to the appropriate board or commission prior to Council considering the matter.

Article XXXVI. Resignation/Completion of Term

Section 36.01 When a board or commission member resigns from his or her seat, the member shall notify the Mayor in writing (email, fax or letter), with copies to the staff liaison, City Clerk and City Manager, indicating the effective date and the reason(s) for resignation. When the resignation notice is received by the Office of the City Clerk, staff shall notify Council of the resignation and the status of recruitment efforts to fill the vacancy.

Section 36.02 Upon resignation or completion of board or commission assignment, individuals shall not represent themselves further as a board or commission member.

Article XXXVII. Harassment

Section 37.01 The City of Escondido is committed to providing an environment for employees, elected or appointed officials, members of the public, or contractors that promotes dignity and respect and is free from discrimination and harassment.

Article XXXVIII. Removal

Section 38.01 Unless otherwise provided by state law, the Mayor shall appoint and set terms for all members of all members of all boards and commissions. Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographical area within the city's general plan.

(a) Exception: The Mayor and City Council do not have the authority to involuntarily remove any or all of the Library Board of Trustees prior to the expiration of their respective terms.

Article XXXIX. Administrative Policies

Section 39.01 The City Manager shall have full authority to develop and implement any administrative policies and practices deemed necessary to support the operation of all boards and commissions.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 3rd day of APRIL, 2024 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: MORASCO

APPROVED:

DocuSigned by:
Dane White
DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2024-42R



STAFF REPORT

October 7, 2026
File Number 0680-10

SUBJECT

EXTENSION OF AN INTERIM URGENCY ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-19, approving an extension of an interim ordinance to prohibit the establishment, expansion, or intensification of Data Centers and other similar high-intensity computing uses within the City of Escondido.

Staff Recommendation: Approve (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this interim urgency ordinance.

PREVIOUS ACTION

On August 26, 2026, the City Council adopted Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium and to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido. The August 26, 2026 Council materials are provided as Attachment “1” to this Staff Report.

Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the ordinance. At its meeting of September 30, 2026, and prior to the expiration date of the 45-day moratorium (October 10, 2026), the City staff provided this “10-day



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report” to City Council to document measures taken during the initial moratorium period. The September 30, 2026 Council materials are provided as Attachment “2” to this Staff Report.

CURRENT REQUEST

In order to continue necessary research, evaluation, review, and consultation associated with data centers and their potential impacts, the Development Services Department requests City Council consider extending the moratorium for an additional ten (10) month and fifteen (15) day period.

Under state law, after notice and a public hearing, an interim urgency ordinance can be extended beyond the initial 45-day moratorium period for up to ten (10) months and fifteen (15) days, and subsequently for an additional twelve (12) months, by a four-fifths vote by the City Council (Government Code section 65858(a)).

The Development Services Department is recommending the adoption of proposed Ordinance No. 2026-19, which would extend the provisions of Interim Urgency Ordinance No. 2026-18 for ten (10) months and fifteen (15) days to provide staff with additional time to study the potential impacts of data centers and other similar high-intensity computing uses and preservation of the public peace, health, or safety concerns as described in the Ordinance’s findings. If approved, Ordinance No. 2026-19 would remain in effect until the close of business on August 22, 2027.

Tentative Work Plan

The following work plan is provided to outline the anticipated tasks, and associated timeline, to continue the study and review of data centers and their potential impacts within the City of Escondido. Minor adjustments to this tentative workplan may occur and, should a further extension of the interim urgency ordinance be anticipated, City staff will return to City Council for approval in conformance with California Government Code Sections 36934, 36937(b) and 65858.

4 th Qtr. 2026 (Oct-Dec)	<u>Evaluate</u> the potential land use, infrastructure, environmental, public health, and public safety implications of data centers and similar high-intensity computing uses within the City, including but not limited to electricity demand, water use, wastewater demand, cooling systems, backup generation, noise, air quality, greenhouse gas emissions, emergency response, fire and life safety, compatibility with the CEDS, and compatibility with surrounding land uses. <u>Review</u> the City’s existing General Plan, Municipal Code, zoning regulations, specific plans, and development standards to
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	determine whether amendments are necessary to address data centers and similar high-intensity computing uses. <u>Consult</u>, as appropriate, with utility providers, water agencies, fire and emergency service providers, public health agencies, environmental professionals, residents, businesses, and other stakeholders regarding the potential impacts of such uses and possible regulatory responses.
1 st Qtr. 2027 (Jan-Mar)	Continue the evaluation, review, and consultation identified within 4 th Qtr. 2026 period.
2 nd Qtr. 2027 (Apr-Jun)	Continue the evaluation, review, and consultation identified within 4th Qtr. 2026 period. <u>Develop</u> any proposed amendments to the General Plan, Municipal Code, zoning ordinance, specific plans, and other applicable regulations, including but not limited to use classifications, permitted zoning districts, conditional use requirements, development agreements, siting criteria, separation from sensitive uses, operational standards, utility and water demand standards, noise standards, buffering and screening requirements, generator standards, sustainability measures, and decommissioning requirements. <u>Present</u> to Escondido Planning Commission any proposed amendments, or new provisions to, the above identified plans, codes, standards, and requirements.
3 rd Qtr. 2027 (Jul-Aug)	<u>Present</u> to Escondido City Council any proposed amendments, or new provisions to, the above identified plans, codes, standards, and requirements.
August 22, 2027	End of 10-month 15-day moratorium extension period.

CEQA Determination

This interim ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this interim ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.



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ORDINANCES

- a. Ordinance No. 2026-19

ATTACHMENTS

- a. Attachment "1" – August 26, 2026 City Council Staff Report with (then) proposed Ordinance No. 2026-18
- b. Attachment "2" – September 30, 2026 City Council Staff Report with 10-day Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2026-18

ORDINANCE NO. 2026-19

AN EXTENSION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, CONTINUING A MORATORIUM FOR TEN (10) MONTHS AND FIFTEEN (15) DAYS ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, (“City”) is a general law municipal corporation, duly organized and operating under the constitution and laws of the State of California, with the authority to adopt and enforce land use regulations within its boundaries pursuant to its constitutional police powers and the Planning and Zoning Law; and

WHEREAS, on June 7, 2023, the City adopted its Comprehensive Economic Development Strategy (2023-2028) (“CEDS”) which identified and established, among other things, Fundamental 3 – Actively Maximize Value of Land, which found that “it is crucial that land is put to its best use. Inefficient land use, such as static storage for goods or cars should be discouraged. Land that is zoned for housing (Fundamental 1) should do just that, and land that is zoned for creating jobs (Fundamental 2) should do that... [L]and-scarce Escondido [should] get more people and jobs out of every acre.” CEDS at p. 56); and

WHEREAS, neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for the development of data centers and other similar high-intensity computing uses within the City; and

WHEREAS, in general, a “data center” is a physical building or facility that houses and supports the operation of computer servers, networking equipment, or similar electronic equipment and

information technology infrastructure for building, running and delivering applications and services, data processing, storage transmission, cloud computing, or other similar high intensity computing activities; and

WHEREAS, data centers and similar high-intensity computing uses may require extraordinary electrical demand, substation or transmission improvements, substantial cooling systems, backup generators, water and wastewater capacity, and 24-hour operations, and may thereby create or exacerbate land use compatibility, noise, air quality, greenhouse gas, public health, public safety, emergency response, and infrastructure capacity concerns; and

WHEREAS, the City's existing General Plan, Municipal Code, zoning regulations, and other applicable land use regulations do not currently define, classify, or comprehensively regulate data centers and similar high-intensity computing uses, including with respect to their permissible locations, size and intensity, utility demand, water consumption, cooling systems, backup generation, buffering, noise, environmental performance, decommissioning, and community benefits; and

WHEREAS, a "data center" as a use is not expressly identified with the City's Municipal Code; however, similar such uses may be permitted within the General Industrial Zone via a Plot Plan Permit as identified within Article 61 (Administration and Enforcement), Division 8 (Plot Plans); and

WHEREAS, a "data processing" use is expressly allowed within at least one specific plan area identified within the City: the Escondido Research and Technology Center ("ERTC"); and

WHEREAS, the City's current Zoning Regulations do not contain development criteria specifically for data center facilities; and

WHEREAS, the City Council intends within a reasonable time to study, consider, and potentially adopt amendments to the City's General Plan, Municipal Code, zoning ordinance, specific plans, development standards, and other applicable regulations to address whether, where, and under what conditions data centers and similar high-intensity computing uses should be allowed within the City; and

WHEREAS, approval of new data centers or similar high-intensity computing uses, or the expansion or intensification of existing such uses, under the City's current regulations during the period in which the City is studying and considering such policy and regulatory changes could result in developments that are inconsistent with or in conflict with the land use policies, zoning standards, infrastructure planning, or other regulations being contemplated, and could thereby frustrate or substantially undermine the effectiveness of any future updates; and

WHEREAS, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare because, absent a temporary moratorium, applications for such uses may be accepted, processed, and approved under regulations that do not adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses; and

WHEREAS, the City Council further finds that the approval of additional entitlements, permits, or other approvals for such uses during the period of study would result in that threat to the public health, safety, and welfare by allowing the commitment of land, utility capacity, water resources, and related infrastructure before the City can determine and adopt appropriate standards and safeguards; and

WHEREAS, the City is unaware of any previously approved, newly proposed, or pending data center projects or applications that may be affected by this interim ordinance or the implementation of

a temporary moratorium; and

WHEREAS, in 2025, the Governor signed into law Senate Bill 57 ("SB 57") also known as the Ratepayer and Technological Innovation Protection Act, which allows the California Public Utility Commission ("CPUC") to assess the extent to which electrical corporation costs associated with new loads from data centers result in cost shifts to other electrical corporation customers, of which the findings of such shall be published publicly no later than January 1, 2027; and

WHEREAS, pursuant to SB 57, the California legislature found the quickly evolving development of artificial intelligence requires large-format data centers that currently require extremely large loads of electricity and water, and that if managed incorrectly, it could pose a serious threat to California's climate goals and, more importantly, leave existing ratepayers saddled with the enormous costs of stranded assets built to support that industry; and

WHEREAS, whether or not an Applicant's proposed project requires local entitlement approvals, there remain significant public safety-related concerns that must be analyzed prior to any data center or similar project moving forward within Escondido; and

WHEREAS, laws and regulations continue to be enacted within California and nationwide surrounding data centers. Data center facilities create particularly unique water and energy demands. Data center demands fueled by the Artificial Intelligence boom are yet to be fully studied and wide-reaching effects still to be determined. However, current literature on data centers suggests impacts, such as substantial water and electrical infrastructure demand thereby leading to increased climatic effects such as drought and urban heat, along with encumbering land with low economically driving uses, has the potential to create an adverse impact to the City. The City of Escondido has not had an adequate

opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, California Government Code Section 65858 and 36937(b) authorize the City Council to adopt an interim ordinance effective immediately and prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering, studying, or intends to study within a reasonable time; and

WHEREAS, the City Council further finds that this urgency ordinance is narrowly tailored, in both scope and duration, by temporarily prohibiting the establishment, expansion, or intensification of data centers and similar high-intensity computing uses while the City considers appropriate policy and regulatory responses; and

WHEREAS, the City Council recognizes that data centers and similar uses may provide certain economic benefits, but finds that it is in the public interest to temporarily pause new or expanded approvals until the City can comprehensively evaluate whether and under what conditions such uses are compatible with the City's long-term land use, infrastructure, environmental, and community objectives; and

WHEREAS, Government Code Section 65858 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for an additional 10 months and 15 days and subsequently for an additional 12 months; and

WHEREAS, while this interim ordinance is in effect, the City intends to study and consider land

use development policies and standards related to data center facilities that should be added to the City's General Plan and Zoning Regulations.

WHEREAS, the City Council has the authority under Government Code Sections 36934 and 36937(b) to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this interim ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937(b), for the immediate preservation of the public health and safety; and

WHEREAS, the City Council, at its meeting of August 26, 2026, passed by 5-0 vote to approve Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium and to prohibit the establishment, expansion, or intensification of Data Centers and other similar high-intensity computing uses within the City of Escondido; and

WHEREAS, the City Council, at its meeting of September 30, 2026, received a 10-day Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2026-18, as required by California Government Code Section 65858(d); and

WHEREAS, at its meeting of October 7, 2026, the City Council held a public hearing to consider the extension of Ordinance No. 2026-18 for an additional ten (10) months and fifteen (15) days through Ordinance No. 2026-19.

NOW, THEREFORE, the City Council of the City of Escondido does ordain as follows:

SECTION 1. FINDINGS.

The City Council hereby finds and determines that the above recitals are true and correct and incorporates them herein as substantive findings in support of this ordinance. In addition, the City Council specifically finds:

A. Neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for new data centers and similar high-intensity computing uses, [as well as for the expansion or intensification of existing such uses], and such proposals may be processed and approved under existing regulations in the absence of this interim ordinance.

B. Existing General Plan and zoning provisions do not comprehensively address whether, where, and under what conditions data centers and similar high-intensity computing uses should be permitted, nor do they establish adequate standards concerning location, size, utility demand, water use, cooling systems, backup generation, noise, buffering, environmental performance, public health and safety protections, or related operational characteristics.

C. Data centers and similar high-intensity computing uses may create substantial and unique impacts including, but not limited to, significant electrical demand, increased water consumption, substantial mechanical cooling equipment, noise from cooling systems and generators, air emissions from backup generation, fire and life safety considerations, and demands on public infrastructure and emergency services.

D. There is a reasonable likelihood that approvals granted during the City's study and consideration of potential policy and regulatory changes would be in conflict with, or would substantially undermine, contemplated amendments to the General Plan, Municipal Code, zoning ordinance, specific plans, or other regulations regulating such uses.

E. There is a current and immediate threat to the public health, safety, and welfare because the City's current regulatory framework does not adequately address the potential land use, environmental, utility, infrastructure, and operational impacts associated with data centers and similar high-intensity computing uses.

F. The approval of additional subdivisions, use permits, variances, building permits, site development permits, grading permits, or any other applicable entitlement, permit, or approval for the establishment, expansion, or intensification of data centers or similar high-intensity computing uses during the City's study period would result in the threat described above by allowing such uses to proceed before appropriate standards and safeguards are established.

G. A temporary moratorium on the establishment, expansion, or intensification of data centers and similar high-intensity computing uses is necessary to maintain the status quo while the City completes its studies and considers any proposed policy and regulatory changes.

H. This Ordinance has no effect on the exempted data centers identified herein, if any, and does not impair any vested rights legally obtained prior to the effective date of this ordinance.

I. The adoption of this interim urgency ordinance is therefore necessary for the immediate preservation of the public peace, health, and safety within the meaning of Government Code section 65858.

SECTION 2. MORATORIUM IMPOSED.

A. Pursuant to Government Code section 65858, the interim moratorium, established by Ordinance No. 2026-18, is hereby extended by Ordinance No. 2026-19 to prohibit the approval of any applications, permits, or entitlements for the establishment, expansion, or intensification of any data center use within the City of Escondido, except as expressly provided in this ordinance. This ordinance does not apply to the exempted data centers identified in Section 5.B below.

B. During the effective period of this ordinance ("Moratorium Period"), no City official, officer, employee, department, board, commission, or agency shall accept as complete, process, approve, issue, or grant any discretionary or ministerial permit, approval, license, clearance, or entitlement that would authorize any of the following:

1. The establishment, construction, installation, occupancy, or operation of any new data center use;
2. The conversion of any existing building, structure, or site to a data center use;
3. The expansion, enlargement, or intensification of any existing data center use including, but not limited to, increases in gross floor area devoted to such use, server capacity, rack density, electrical service capacity, cooling capacity, backup generation capacity, or water demand; or
4. Any subdivision, site development, grading, building, electrical, mechanical, or similar permit to the extent it would facilitate or enable any activity prohibited by this ordinance.

SECTION 3. DEFINITIONS.

A. For purposes of this ordinance, “Data Center Use” means any facility, campus, building, structure, or portion thereof used primarily or substantially for the housing, operation, or support of computer servers, server racks, data storage devices, networking equipment, switching equipment, or similar electronic equipment for data processing, storage, transmission, cloud computing, colocation services, artificial intelligence model training or inference, high-performance computing, blockchain operations, digital asset mining, cryptocurrency mining, or other similar high intensity computing activities. “Data Center Use” includes, without limitation, hyperscale data centers, colocation facilities, server farms, cloud computing facilities, artificial intelligence compute facilities, digital asset mining facilities, blockchain mining facilities, and other substantially similar uses, whether or not such use is separately defined or listed in the Municipal Code.

B. “Data Center Use” does not include any of the following:

1. Customary accessory server rooms, IT rooms, or equipment rooms that are clearly incidental and subordinate to a primary permitted use and that serve only on-site business, institutional, governmental, or facility operations;
2. Ordinary office, retail, school, hospital, or industrial computer equipment used solely to support on-site operations;
3. Public safety, emergency communications, or emergency operations facilities; or
4. Telecommunications carrier facilities or public utility facilities necessary to provide essential communications or utility services to the public, to the extent such facilities are not principally used or designed as a commercial data center, colocation facility, cloud computing

facility, artificial intelligence compute facility, or digital asset mining facility.

SECTION 4. STUDY AND REVIEW.

During the Moratorium Period and any extension thereof, the City Manager, or designee, is authorized and directed to:

A. Evaluate the potential land use, infrastructure, environmental, public health, and public safety implications of data centers and similar high-intensity computing uses within the City, including but not limited to electricity demand, water use, wastewater demand, cooling systems, backup generation, noise, air quality, greenhouse gas emissions, emergency response, fire and life safety, compatibility with the CEDS, and compatibility with surrounding land uses;

B. Review the City's existing General Plan, Municipal Code, zoning regulations, specific plans, and development standards to determine whether amendments are necessary to address data centers and similar high-intensity computing uses;

C. Consult, as appropriate, with utility providers, water agencies, fire and emergency service providers, public health agencies, environmental professionals, residents, businesses, and other stakeholders regarding the potential impacts of such uses and possible regulatory responses;

D. Develop and present to the City Council for consideration any proposed amendments to the General Plan, Municipal Code, zoning ordinance, specific plans, and other applicable regulations, including but not limited to use classifications, permitted zoning districts, conditional use requirements, development agreements, siting criteria, separation from sensitive uses, operational standards, utility and water demand standards, noise standards, buffering and screening requirements, generator standards,

sustainability measures, and decommissioning requirements; and

E. Prepare and issue, prior to the expiration of this ordinance or any extension thereof, a written report to the City Council describing the measures taken to alleviate the conditions that led to the adoption of this Ordinance, consistent with Government Code section 65858.

SECTION 5. APPLICABILITY AND EXEMPTIONS.

A. This ordinance applies to all property within the City of Escondido, including any area subsequently annexed to the City during the effective period of this ordinance, unless otherwise provided by law.

B. The following are exempt from the moratorium established by this ordinance:

1. Data Center Uses for which all required discretionary approvals and ministerial permits necessary to authorize construction and operation were finally granted prior to the effective date of this ordinance, provided that the project is developed in substantial conformance with those approvals;

2. Ordinary accessory server rooms, IT rooms, and similar facilities expressly excluded from the definition of Data Center Use in Section 3.B;

3. Public safety, emergency communications, and emergency operations facilities;

4. Telecommunications carrier facilities and public utility facilities necessary to provide essential public services, to the extent exempted by Section 3 .B; and

5. Minor repairs, maintenance, replacement in kind, or interior tenant improvements to an existing lawful facility that do not expand the gross floor area devoted to a data center use and do not increase server capacity, electrical service capacity, cooling capacity, backup generation capacity, or water demand.

C. Nothing in this ordinance shall be construed to deprive any person of vested rights legally obtained prior to the effective date of this Ordinance, as those rights may be determined under applicable state law.

SECTION 6. PENALTIES.

The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Municipal Code shall apply to violations of the provisions of this interim ordinance.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, and portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 8. CEQA.

A. The City Council finds that this ordinance is not a “project” under the California Environmental

Quality Act ("CEQA") because it has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In the alternative, the ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2) and 15061(b)(3), and, to the extent applicable, section 15308, because it is a regulatory action taken by the City for the protection of the environment and there is no possibility that the adoption of this Ordinance may have a significant effect on the environment.

B. The City Council hereby directs staff to prepare, execute, and file with the County of San Diego Clerk a Notice of Exception within five (5) working days of the adoption of this ordinance.

SECTION 9. CONSTRUCTION.

This ordinance must be broadly construed to achieve the purposes stated herein and consistent with the Section 1 Findings. It is the City Council's intent that the provisions of this ordinance be interpreted and implemented by the City and others in a manner that facilitates the purposes set forth herein.

SECTION 10. EFFECTIVE DATE; DURATION; EXTENSION.

A. This ordinance is adopted as an urgency measure pursuant to Government Code section 65858 as necessary for the immediate preservation of the public peace, health, and safety. Pursuant to Government Code section 36937(b), this ordinance shall take effect immediately upon its adoption by at least a four-fifths (4/5) vote of the City Council.

B. This interim ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

C. Unless extended by City Council, this ordinance shall remain in effect until close of business on August 22, 2027. Any extension of this ordinance shall require notice and a public hearing in compliance with Government Code section 65858, and shall be supported by written findings that the conditions warranting the Moratorium Period continue to exist.

D. The City Clerk is hereby directed to certify to the immediate passage of this interim ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.



STAFF REPORT

August 26, 2026
File Number 0680-10

SUBJECT

INTERIM URGENCY ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-18, approving an Interim Ordinance to prohibit the establishment, expansion, or intensification of Data Centers and other similar high-intensity computing uses within the City of Escondido.

Staff Recommendation: Approval (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this interim urgency ordinance.

PREVIOUS ACTION

None

BACKGROUND

Concerns

Neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for new data centers and similar high-intensity computing uses, or expansion or intensifications of such uses.

Existing City plans and development code provisions, such as zoning, do not sufficiently address whether, where, and under what conditions these data centers and uses should be permitted, nor to they establish



CITY of ESCONDIDO

STAFF REPORT

adequate standards concerning location, size, utility demand, water use, cooling systems, backup generation, noise, buffering, environmental performance, public health and safety protections, or related operational characteristics.

Urgency Ordinance

California Government Code § 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifth vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal.

Government Code § 65858 further provides that such an urgency measure shall expire 45 days following its adoption; however, such measure may be extended beyond the initial 45-day period, following compliance with Government Code § 65858, for an additional 10 months and 15 days, and subsequently for an additional 12 months. Government Code § 65858(d) requires the City issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial interim ordinance 10 days prior to expiration (i.e., 35-days after passage of the interim ordinance) for purposes of extending the urgency ordinance. Subsequent to the written report, Government Code § 65858(a) allows for an initial 10-month and 15-day extension to provide the City with additional time to study the potential impacts of data centers, or similar high-intensity computing uses and facilities, and measures for mitigating the public safety, health and welfare concerns described above.

With adoption of Ordinance No. 2026-18, the City Council would effectively prohibit any additional subdivisions, use permits, variances, building permits, site development permits, grading permits, business licenses, or any other entitlement for use from being approved or issued for the establishment, construction, operation, expansion, or intensification of a data center use, facility, or similar high-intensity computing use, for any location or property within the City for the immediate preservation of public health, safety, and welfare based on the findings detailed in the ordinance.

CEQA Determination

This interim ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) § 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this interim ordinance is exempt from CEQA pursuant to Public Resources Code § 21080(b)(4) and CEQA Guidelines § 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

ORDINANCES

- a. Ordinance No. 2026-18

ORDINANCE NO. 2026-18

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A FORTY-FIVE (45) DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, ("City") is a general law municipal corporation, duly organized and operating under the constitution and laws of the State of California, with the authority to adopt and enforce land use regulations within its boundaries pursuant to its constitutional police powers and the Planning and Zoning Law; and

WHEREAS, on June 7, 2023, the City adopted its Comprehensive Economic Development Strategy (2023-2028) ("CEDS") which identified and established, among other things, Fundamental 3 – Actively Maximize Value of Land, which found that "it is crucial that land is put to its best use. Inefficient land use, such as static storage for goods or cars should be discouraged. Land that is zoned for housing (Fundamental 1) should do just that, and land that is zoned for creating jobs (Fundamental 2) should do that... [L]and-scarce Escondido [should] get more people and jobs out of every acre." CEDS at p. 56); and

WHEREAS, neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for the development of data centers and other similar high-intensity computing uses within the City; and

WHEREAS, in general, a "data center" is a physical building or facility that houses and supports the operation of computer servers, networking equipment, or similar electronic equipment and information technology infrastructure for building, running and delivering applications and services, data

processing, storage transmission, cloud computing, or other similar high intensity computing activities; and

WHEREAS, data centers and similar high-intensity computing uses may require extraordinary electrical demand, substation or transmission improvements, substantial cooling systems, backup generators, water and wastewater capacity, and 24-hour operations, and may thereby create or exacerbate land use compatibility, noise, air quality, greenhouse gas, public health, public safety, emergency response, and infrastructure capacity concerns; and

WHEREAS, the City's existing General Plan, Municipal Code, zoning regulations, and other applicable land use regulations do not currently define, classify, or comprehensively regulate data centers and similar high-intensity computing uses, including with respect to their permissible locations, size and intensity, utility demand, water consumption, cooling systems, backup generation, buffering, noise, environmental performance, decommissioning, and community benefits; and

WHEREAS, a "data center" as a use is not expressly identified with the City's Municipal Code; however, similar such uses may be permitted within the General Industrial Zone via a Plot Plan Permit as identified within Article 61 (Administration and Enforcement), Division 8 (Plot Plans); and

WHEREAS, a "data processing" use is expressly allowed within at least one specific plan area identified within the City: the Escondido Research and Technology Center (ERTC); and

WHEREAS, the City's current Zoning Regulations do not contain development criteria specifically for data center facilities; and

WHEREAS, the City Council intends within a reasonable time to study, consider, and potentially

adopt amendments to the City's General Plan, Municipal Code, zoning ordinance, specific plans, development standards, and other applicable regulations to address whether, where, and under what conditions data centers and similar high-intensity computing uses should be allowed within the City; and

WHEREAS, approval of new data centers or similar high-intensity computing uses, or the expansion or intensification of existing such uses, under the City's current regulations during the period in which the City is studying and considering such policy and regulatory changes could result in developments that are inconsistent with or in conflict with the land use policies, zoning standards, infrastructure planning, or other regulations being contemplated, and could thereby frustrate or substantially undermine the effectiveness of any future updates; and

WHEREAS, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare because, absent a temporary moratorium, applications for such uses may be accepted, processed, and approved under regulations that do not adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses; and

WHEREAS, the City Council further finds that the approval of additional entitlements, permits, or other approvals for such uses during the period of study would result in that threat to the public health, safety, and welfare by allowing the commitment of land, utility capacity, water resources, and related infrastructure before the City can determine and adopt appropriate standards and safeguards; and

WHEREAS, the City is unaware of any previously approved, newly proposed, or pending data center projects or applications that may be affected by this interim ordinance or the implementation of a temporary moratorium; and

WHEREAS, in 2025, the Governor signed into law Senate Bill 57 ("SB 57") also known as the Ratepayer and Technological Innovation Protection Act, which allows the California Public Utility Commission (CPUC) to assess the extent to which electrical corporation costs associated with new loads from data centers result in cost shifts to other electrical corporation customers, of which the findings of such shall be published publicly no later than January 1, 2027; and

WHEREAS, pursuant to SB 57, the California legislature found the quickly evolving development of artificial intelligence requires large-format data centers that currently require extremely large loads of electricity and water, and that if managed incorrectly, it could pose a serious threat to California's climate goals and, more importantly, leave existing ratepayers saddled with the enormous costs of stranded assets built to support that industry; and

WHEREAS, whether or not an Applicant's proposed project requires local entitlement approvals, there remain significant public safety-related concerns that must be analyzed prior to any data center or similar project moving forward within Escondido; and

WHEREAS, laws and regulations continue to be enacted within California and nationwide surrounding data centers. Data center facilities create particularly unique water and energy demands. Data center demands fueled by the Artificial Intelligence boom are yet to be fully studied and wide-reaching effects still to be determined. However, current literature on data centers suggests impacts, such as substantial water and electrical infrastructure demand thereby leading to increased climatic effects such as drought and urban heat, along with encumbering land with low economically driving uses, has the potential to create an adverse impact to the City. The City of Escondido has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and

safety; and

WHEREAS, California Government Code Section 65858 and 36937(b) authorize the City Council to adopt an interim ordinance effective immediately and prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering, studying, or intends to study within a reasonable time; and

WHEREAS, the City Council further finds that this urgency ordinance is narrowly tailored, in both scope and duration, by temporarily prohibiting the establishment, expansion, or intensification of data centers and similar high-intensity computing uses while the City considers appropriate policy and regulatory responses; and

WHEREAS, the City Council recognizes that data centers and similar uses may provide certain economic benefits, but finds that it is in the public interest to temporarily pause new or expanded approvals until the City can comprehensively evaluate whether and under what conditions such uses are compatible with the City's long-term land use, infrastructure, environmental, and community objectives; and

WHEREAS, Government Code Section 65868 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for an additional 10 months and 15 days and subsequently for an additional 12 months; and

WHEREAS, while this interim ordinance is in effect, the City intends to study and consider land use development policies and standards related to data center facilities that should be added to the City's General Plan and Zoning Regulations; and

WHEREAS, the City Council has the authority under Government Code Sections 36934 and 36937(b) to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this interim ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937(b), for the immediate preservation of the public health and safety.

NOW, THEREFORE, the City Council of the City of Escondido does ordain as follows:

SECTION 1. FINDINGS. The City Council hereby finds and determines that the above recitals are true and correct and incorporates them herein as substantive findings in support of this ordinance. In addition, the City Council specifically finds:

A. Neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for new data centers and similar high-intensity computing uses, [as well as for the expansion or intensification of existing such uses], and such proposals may be processed and approved under existing regulations in the absence of this interim ordinance.

B. Existing General Plan and zoning provisions do not comprehensively address whether, where, and under what conditions data centers and similar high-intensity computing uses should be permitted, nor do they establish adequate standards concerning location, size, utility demand, water use, cooling systems, backup generation, noise, buffering, environmental performance, public health and safety protections, or related operational characteristics.

C. Data centers and similar high-intensity computing uses may create substantial and unique

impacts including, but not limited to, significant electrical demand, increased water consumption, substantial mechanical cooling equipment, noise from cooling systems and generators, air emissions from backup generation, fire and life safety considerations, and demands on public infrastructure and emergency services.

D. There is a reasonable likelihood that approvals granted during the City's study and consideration of potential policy and regulatory changes would be in conflict with, or would substantially undermine, contemplated amendments to the General Plan, Municipal Code, zoning ordinance, specific plans, or other regulations regulating such uses.

E. There is a current and immediate threat to the public health, safety, and welfare because the City's current regulatory framework does not adequately address the potential land use, environmental, utility, infrastructure, and operational impacts associated with data centers and similar high-intensity computing uses.

F. The approval of additional subdivisions, use permits, variances, building permits, site development permits, grading permits, or any other applicable entitlement, permit, or approval for the establishment, expansion, or intensification of data centers or similar high-intensity computing uses during the City's study period would result in the threat described above by allowing such uses to proceed before appropriate standards and safeguards are established.

G. A temporary moratorium on the establishment, expansion, or intensification of data centers and similar high-intensity computing uses is necessary to maintain the status quo while the City completes its studies and considers any proposed policy and regulatory changes.

H. This Ordinance has no effect on the exempted data centers identified herein, if any, and does not impair any vested rights legally obtained prior to the effective date of this ordinance.

I. The adoption of this interim urgency ordinance is therefore necessary for the immediate preservation of the public peace, health, and safety within the meaning of Government Code section

65858.

SECTION 2. MORATORIUM IMPOSED.

A. Pursuant to Government Code section 65858, an interim moratorium is hereby imposed on the approval of any applications, permits, or entitlements for the establishment, expansion, or intensification of any data center use within the City of Escondido, except as expressly provided in this ordinance. This ordinance does not apply to the exempted data centers identified in Section 5.B below.

B. During the effective period of this ordinance ("Moratorium Period"), no City official, officer, employee, department, board, commission, or agency shall accept as complete, process, approve, issue, or grant any discretionary or ministerial permit, approval, license, clearance, or entitlement that would authorize any of the following:

1. The establishment, construction, installation, occupancy, or operation of any new data center use;
2. The conversion of any existing building, structure, or site to a data center use;
3. The expansion, enlargement, or intensification of any existing data center use including, but not limited to, increases in gross floor area devoted to such use, server capacity, rack density, electrical service capacity, cooling capacity, backup generation capacity, or water demand; or
4. Any subdivision, site development, grading, building, electrical, mechanical, or similar permit to the extent it would facilitate or enable any activity prohibited by this ordinance.

SECTION 3. DEFINITIONS.

A. For purposes of this ordinance, "Data Center Use" means any facility, campus, building, structure, or portion thereof used primarily or substantially for the housing, operation, or support of computer servers, server racks, data storage devices, networking equipment, switching equipment, or similar electronic equipment for data processing, storage, transmission, cloud computing, colocation

services, artificial intelligence model training or inference, high-performance computing, blockchain operations, digital asset mining, cryptocurrency mining, or other similar high intensity computing activities. "Data Center Use" includes, without limitation, hyperscale data centers, colocation facilities, server farms, cloud computing facilities, artificial intelligence compute facilities, digital asset mining facilities, blockchain mining facilities, and other substantially similar uses, whether or not such use is separately defined or listed in the Municipal Code.

B. "Data Center Use" does not include any of the following:

1. Customary accessory server rooms, IT rooms, or equipment rooms that are clearly incidental and subordinate to a primary permitted use and that serve only on-site business, institutional, governmental, or facility operations;
2. Ordinary office, retail, school, hospital, or industrial computer equipment used solely to support on-site operations;
3. Public safety, emergency communications, or emergency operations facilities; or
4. Telecommunications carrier facilities or public utility facilities necessary to provide essential communications or utility services to the public, to the extent such facilities are not principally used or designed as a commercial data center, colocation facility, cloud computing facility, artificial intelligence compute facility, or digital asset mining facility.

SECTION 4. STUDY AND REVIEW. During the Moratorium Period and any extension thereof, the City Manager, or designee, is authorized and directed to:

A. Evaluate the potential land use, infrastructure, environmental, public health, and public safety implications of data centers and similar high-intensity computing uses within the City, including but not limited to electricity demand, water use, wastewater demand, cooling systems, backup generation, noise,

air quality, greenhouse gas emissions, emergency response, fire and life safety, compatibility with the CEDS, and compatibility with surrounding land uses;

B. Review the City's existing General Plan, Municipal Code, zoning regulations, specific plans, and development standards to determine whether amendments are necessary to address data centers and similar high-intensity computing uses;

C. Consult, as appropriate, with utility providers, water agencies, fire and emergency service providers, public health agencies, environmental professionals, residents, businesses, and other stakeholders regarding the potential impacts of such uses and possible regulatory responses;

D. Develop and present to the City Council for consideration any proposed amendments to the General Plan, Municipal Code, zoning ordinance, specific plans, and other applicable regulations, including but not limited to use classifications, permitted zoning districts, conditional use requirements, development agreements, siting criteria, separation from sensitive uses, operational standards, utility and water demand standards, noise standards, buffering and screening requirements, generator standards, sustainability measures, and decommissioning requirements; and

E. Prepare and issue, prior to the expiration of this ordinance or any extension thereof, a written report to the City Council describing the measures taken to alleviate the conditions that led to the adoption of this Ordinance, consistent with Government Code section 65858.

SECTION 5. APPLICABILITY AND EXEMPTIONS.

A. This ordinance applies to all property within the City of Escondido, including any area subsequently annexed to the City during the effective period of this ordinance, unless otherwise provided by law.

B. The following are exempt from the moratorium established by this ordinance:

1. Data Center Uses for which all required discretionary approvals and ministerial permits necessary to authorize construction and operation were finally granted prior to the effective date of

this ordinance, provided that the project is developed in substantial conformance with those approvals;

2. Ordinary accessory server rooms, IT rooms, and similar facilities expressly excluded from the definition of Data Center Use in Section 3.B;

3. Public safety, emergency communications, and emergency operations facilities;

4. Telecommunications carrier facilities and public utility facilities necessary to provide essential public services, to the extent exempted by Section 3 .B; and

5. Minor repairs, maintenance, replacement in kind, or interior tenant improvements to an existing lawful facility that do not expand the gross floor area devoted to a data center use and do not increase server capacity, electrical service capacity, cooling capacity, backup generation capacity, or water demand.

C. Nothing in this ordinance shall be construed to deprive any person of vested rights legally obtained prior to the effective date of this Ordinance, as those rights may be determined under applicable state law.

SECTION 6. PENALTIES. The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Municipal Code shall apply to violations of the provisions of this interim ordinance.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, and portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 8. CEQA.

A. The City Council finds that this ordinance is not a “project” under the California Environmental Quality Act (“CEQA”) because it has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In the alternative, the ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2) and 15061(b)(3), and, to the extent applicable, section 15308, because it is a regulatory action taken by the City for the protection of the environment and there is no possibility that the adoption of this Ordinance may have a significant effect on the environment.

B. The City Council hereby directs staff to prepare, execute, and file with the County of San Deigo Clerk a Notice of Exception within five (5) working days of the adoption of this ordinance.

SECTION 9. CONSTRUCTION. This ordinance must be broadly construed to achieve the purposes stated herein and consistent with the Section 1 Findings. It is the City Council’s intent that the provisions of this ordinance be interpreted and implemented by the City and others in a manner that facilitates the purposes set forth herein.

SECTION 10. EFFECTIVE DATE; DURATION; EXTENSION.

A. This ordinance is adopted as an urgency measure pursuant to Government Code section 65858 as necessary for the immediate preservation of the public peace, health, and safety. Pursuant to Government Code section 36937(b), this ordinance shall take effect immediately upon its adoption by at least a four-fifths (4/5) vote of the City Council.

B. This interim ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

C. Unless extended by City Council, this ordinance shall remain in effect until close of business on October 10, 2026. Any extension of this ordinance shall require notice and a public hearing in compliance with Government Code section 65858, and shall be supported by written findings that the

conditions warranting the Moratorium Period continue to exist.

D. The City Clerk is hereby directed to certify to the immediate passage of this interim ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.



STAFF REPORT

September 30, 2026

File Number 0680-10

SUBJECT

10-DAY REPORT REGARDING MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO ADOPTION OF INTERIM URGENCY ORDINANCE NO. 2026-18, ESTABLISHING A TEMPORARY MORATORIUM ON DATA CENTERS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council receive and file a 10- day report regarding measures taken to alleviate the conditions which led to adoption of Interim Urgency Ordinance No. 2026-18.

Staff Recommendation: Receive and File (Development Services: Kevin Snyder, AICP, Director of Development Services)

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this Interim Urgency Ordinance.

PREVIOUS ACTION

On August 26, 2026, the City Council adopted Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium and to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido.

BACKGROUND

Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City Council issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the Ordinance. This report (included herein as Attachment "1") is being issued for compliance with said government code provision.

In order to continue necessary research, evaluation, review, and consultation associated with data centers and their potential impacts, the Development Services Department will be requesting City Council



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consider extending the moratorium for an additional ten (10) month and fifteen (15) day period. A public hearing has been scheduled for City Council's October 7, 2026 meeting to consider this request.

CEQA Determination

This Interim Urgency Ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this interim ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

ATTACHMENTS

- a. Attachment "1" – 10-Day Report Regarding Measures Taken to Alleviate the Conditions Which Led to Adoption of Urgency Ordinance No. 2026-18, Establishing a Temporary Moratorium on Data Centers within the City of Escondido

Attachment "1"

**10-DAY REPORT REGARDING MEASURES TAKEN
TO ALLEVIATE THE CONDITIONS WHICH LED TO ADOPTION OF
URGENCY ORDINANCE NO. 2026-18, ESTABLISHING A TEMPORARY MORATORIUM ON
DATA CENTERS WITHIN THE CITY OF ESCONDIDO**

I. Background

On August 26, 2026, the City Council adopted Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido. Urgency Ordinance No 2026-18 authorized and directed staff to further study data centers, including but not limited to the evaluation of its potential impacts, and consultation with appropriate parties and stakeholders during the moratorium period and any extensions thereof. Urgency Ordinance No. 2026-18 took effect on August 26, 2026, and expires on October 10, 2026, unless extended to a later date after notice and a public hearing for up to an additional ten (10) months and fifteen (15) days, and subsequently for an additional twelve months. (Government Code Section 65868(a)).

Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City Council issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the ordinance. This report is being issued for compliance with said government code provision.

II. Measures Taken Since the Adoption of the Interim Ordinance

As City staff's findings demonstrate, Urgency Ordinance No. 2026-18 was enacted in order to preserve public health, safety, and welfare because, absent a temporary moratorium, applications for such uses may be accepted, processed, and approved under regulations that do not adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses.

To alleviate the conditions that led to the adoption of Urgency Ordinance No. 2026-18, the City has taken the following steps since adopting the Interim Ordinance:

- 1) Staff has taken preliminary steps to study and consider the hazards associated with data centers and other similar high-intensity computing uses, land use development policies, and standards relating to data processing facilities.
- 2) In collaboration with the City Attorney's office, staff is exploring possible amendments to the City's General Plan and Zoning Regulations aimed at enhancing public health, safety, and welfare to adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses, as identified in Urgency Ordinance No. 2026-18. This includes research into what other cities in California are doing in order to enhance safety standards and environmental safeguards regarding data centers and other similar high-intensity computing uses.

Attachment "1"

III. Conclusion

The City has not concluded its research, evaluation, review, and consultation associated with data centers and their potential impacts and thus has not yet taken any action at this time regarding the formation of any permanent regulations pertaining to the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido. As a result, an extension of urgency Ordinance No. 2026-18 is recommended to allow the City the time to effectively study and consider land use development policies and standards related data centers and other similar high-intensity computing uses within the City of Escondido that should be added to the City's General Plan and Zoning Regulations.



STAFF REPORT

October 7, 2026
File Number 0680-10

SUBJECT

PL26-0140: SENATE BILL 79 IMPLEMENTATION ORDINANCE

DEPARTMENT

Development Services, Planning Services

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-15 approving a Zone Text Amendment ("Amendment") establishing Article 81 (Transit-Oriented Development Overlay Zone) in Chapter 33 (Zoning) of the Escondido Municipal Code, for the purpose of implementing Senate Bill ("SB") 79 as codified in Government Code sections 65912.155 through 65912.162, inclusive. The amendment includes adoption of the related TOD Overlay Zone Map and parcel inventories identifying sites subject to the statute, excluded sites, exempt sites that may become eligible through a development agreement, and sites subject to phased implementation.

Staff Recommendation: Approval (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Joel Cvetko, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Drive Community and Land Development; Prioritize Public Safety

FISCAL ANALYSIS

The ordinance and recommended action to implement SB 79 are in response to an unfunded state mandate and are not anticipated to have a direct fiscal impact on the City of Escondido.

PLANNING COMMISSION ACTION

On August 11, 2026, the Planning Commission voted 4-0 to adopt Planning Commission Resolution No. 2026-07 to recommend adoption of Ordinance No. 2026-15 to the City Council.

BACKGROUND

At its August 11, 2026 public hearing, the Planning Commission received staff's presentation and recommendation on the proposed Zone Text Amendment to Chapter 33 (Zoning) of the Escondido



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Municipal Code to add new Article 81 (Transit-Oriented Development Overlay Zone). Commissioner questions included whether the criteria for a qualifying walking path were contained in the ordinance and whether Americans with Disabilities Act (“ADA”) standards would apply. Staff affirmed that the ordinance includes criteria for determining a qualifying walking path and incorporates applicable accessibility requirements from the ADA.

Commissioners were provided with a public comment letter submitted that afternoon by Californians for Homeownership and the California Housing Defense Fund and asked whether staff had addressed the issues raised. The letter raised two principal issues concerning the walking path exemption and exclusion of parcels with ineligible zoning, further addressed in the Analysis section. The Assistant City Attorney confirmed the letter had been reviewed and summarized its principal arguments for the Commission. Counsel advised that the City did not concur with the letter’s interpretations of the law and, as a result, the comments did not alter staff’s recommendation. One City resident also provided public comment during the hearing indicating his neighborhood (Westside Hillside) was unsuited for development under SB 79 because of its low-density development pattern and lack of sidewalks.

A comprehensive discussion of SB 79, the proposed implementing ordinance, the TOD Overlay Zone Map, and the related parcel inventories is provided in the August 11, 2026 Planning Commission Staff Report, included as Attachment “1.”

ANALYSIS

SB 79 establishes state-mandated residential development standards for qualifying properties within one-half mile of certain major transit stops, an area referred to as a transit-oriented development (“TOD”) zone. In Escondido, the law applies around the Escondido Transit Center and Nordahl Road SPRINTER stations. The applicable state-mandated standards for Escondido’s TOD zones are shown in the table below.

Tier 2 TOD Stops			
Distance to Stop	Height	Density	Residential FAR
0 feet to 200 feet	85 feet	140 dwelling units per acre (du/ac)	4.0
>200 feet to ¼ mile	65 feet	100 du/ac	3.0
>¼ mile to ½ mile	55 feet	80 du/ac	2.5



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The Escondido Transit Center TOD zone includes approximately 480 impacted parcels¹ covering approximately 233 acres, increasing gross theoretical residential capacity in that area from approximately 5,953 to 22,174 units before application of exemptions and temporary exclusions. The Nordahl Road Station TOD zone only includes four impacted parcels covering approximately two acres, with a gross theoretical capacity of 212 units on properties where residential development was not previously permitted.

The proposed ordinance implements SB 79 by adding Article 81, Transit-Oriented Development Overlay Zone, to Chapter 33, Zoning, of the Escondido Municipal Code and adopting the associated TOD Overlay Zone Map and parcel inventories. Although SB 79 applies by operation of state law, the ordinance establishes the local framework for identifying subject properties, applying the required development standards, and administering authorized exemptions and temporary exclusions.

The ordinance categorizes properties into four groups: (1) qualifying sites subject to the state standards, (2) excluded sites with zoning not subject to SB 79, (3) exempt sites without a qualifying walking path of less than one mile to the applicable transit stop, and (4) phased implementation sites containing locally registered historic resources. The map and parcel inventories provide the basis for administering these classifications.

Walking Path Exemption

SB 79 authorizes the City to exempt a site where substantial evidence demonstrates that no walking path of less than one mile exists between the parcel and the applicable transit stop. The ordinance establishes objective criteria requiring the route to be continuous, legally available for public pedestrian travel, physically usable, and accessible. A theoretical route that requires travel through private property, within a roadway or drainage facility, across an unlawful crossing, or through another material barrier does not qualify.

Staff identified portions of the Escondido Transit Center TOD zone that are within one-half mile of the station by straight-line distance but lack a qualifying walking path of less than one mile. These properties are identified as exempt on the TOD Overlay Zone Map and related parcel inventory.

Phased Implementation for Historic Resources

The ordinance applies SB 79's phased implementation provisions to approximately 15 properties listed on the Escondido Local Register of Historic Resources as of January 1, 2025. Application of SB 79 would be delayed on these properties until the deadline established by state law, anticipated to occur in approximately mid-2032.

¹ For purposes of this analysis, "impacted parcels" includes parcels initially within SB 79's applicable geography and zoning categories before application of the walking path exemption and phased implementation provisions.



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This temporary exclusion protects existing historic resources and provides time for the City to evaluate how the state-mandated development standards should interact with local historic preservation requirements before the properties become subject to SB 79.

Future Eligibility Through Development Agreements

The ordinance allows an exempt site to become eligible if the absence of a qualifying walking path is corrected through a development agreement approved by the City Council. The agreement must secure the design, funding, construction, and public availability of the required pedestrian improvements, which must be completed before issuance of a certificate of occupancy for the associated housing project.

This approach avoids permanently excluding properties where a functional pedestrian connection to transit can reasonably be provided. It also ensures that a property does not receive the benefit of SB 79 development standards without completion of the walking path necessary to establish its relationship to the transit stop.

Public Comment Letter

The public comment letter received at the Planning Commission hearing, included as Attachment “2,” disputes the ordinance’s implementation of the walking path exemption and exclusion of parcels with ineligible zoning. Staff does not concur with its interpretation of either issue.

With respect to the walking path exemption, staff does not agree that a route qualifies as a “walking path” under SB 79 merely because passage is physically possible or pedestrian travel in the roadway is conditionally allowed. A reasonable interpretation of the term is that a walking path must function as an ordinary means of pedestrian travel. This interpretation ensures that a walking path determination reflects actual pedestrian access rather than the theoretical ability to traverse a roadway or other area on foot. Because the statute does not define the term and expressly authorizes local governments to designate “areas” as exempt, Article 81 applies objective criteria to determine whether a continuous route legally available and materially usable for pedestrian travel exists.

Staff conducted parcel-level review using the Comprehensive Active Transportation Strategy sidewalk and crosswalk gap analysis, underlying GIS files, route and right-of-way information, aerial and street-level imagery, and field observations. A walking path need not satisfy every current design standard, but an identifiable pedestrian path must first exist. The ordinance does not require a conventional sidewalk or treat accessibility standards as an independent basis for exemption. Likewise, Vehicle Code provisions governing pedestrian conduct under specified roadway conditions do not establish that all roadways constitute walking paths under SB 79. Staff concludes that the identified exemptions are authorized by Government Code Section 65912.160(e)(1) and based on findings supported by substantial evidence in the administrative record.

Regarding the zoning-based exclusions, staff does not concur that allowing any commercial-type use necessarily means a site is “zoned for residential, mixed, or commercial development” under Government



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Code Section 65912.157(a). When the Legislature intends housing law applicability to turn on uses allowed within a zone, it has expressly used a “principally permitted use” standard, as was employed in AB 2011 (2022) and SB 6 (2022); SB 79 instead uses the phrase “zoned for.” The Legislature’s decision in AB 956 (2026) to replace “zoned for single-family residential use” with “zoned to allow single-family residential use” further demonstrates that it recognizes the distinction between zoning classification and an allowed use and selects its language accordingly.²

Applying a permitted use standard to SB 79 would effectively equate a site “zoned for commercial development” with a site where an individual commercial use is allowed, despite the Legislature’s decision to frame SB 79 in terms of the development for which a site is zoned. HCD has likewise recognized in its SB 9 (2021) guidance³ that a zone permitting a particular use is not necessarily classified for that use, and that the zone’s primary purpose and framework determine its applicability. Staff reviewed each parcel’s governing zoning framework as a whole, including the district’s purpose, structure, and authorized development, rather than treating an isolated use table entry, district name, or existing business as dispositive. Staff concludes that the excluded parcel inventory reasonably applies SB 79 to Escondido’s zoning structure.

ENVIRONMENTAL ANALYSIS

Pursuant to Government Code Section 65912.160(c)(2), adoption of an ordinance to implement SB 79 is not a project for purposes of CEQA, Division 13, commencing with Section 21000, of the Public Resources Code, and is therefore not subject to CEQA.

CONCLUSION AND RECOMMENDATION

SB 79 took effect on July 1, 2026, and impacts areas in proximity to Escondido’s SPRINTER stations. The proposed ordinance provides a local framework for administering the law by identifying affected parcels, establishing map and eligibility procedures, applying required state development standards, and using only those exemptions and phased implementation tools expressly authorized by the statute.

Staff recommends an implementing ordinance because it is a more efficient enactment tool than a TOD Alternative Plan at this time. The ordinance focuses on immediate local implementation, including the exemption for sites without a walking path of less than one mile and temporary exclusion of properties containing locally registered historic resources.

² Assembly Committee on Housing and Community Development, *Analysis of AB 956*, as amended August 12, 2026, pgs. 1, 5–6

³ California Department of Housing and Community Development, *SB 9 Fact Sheet: On the Implementation of Senate Bill 9*, pg. 2, “Single-Family Residential Zones Only” (September 2024)



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Staff conducted Council briefings regarding SB 79 and the proposed implementing ordinance. The briefing sheet used to guide these discussions is included as Attachment “3.”

The City Council may take one of the following actions:

Option 1: Adopt the proposed ordinance as recommended by staff. Adopt Ordinance No. 2026-15, including the related findings, TOD Overlay Zone Map, and parcel inventories, and direct staff to submit the ordinance to HCD as required by state law.

Option 2: Adopt the ordinance without the walking path exemption. Adopt Ordinance No. 2026-15 with revisions retaining phased implementation for locally registered historic resources but removing the walking path exemption and making corresponding revisions to the findings, ordinance text, map, parcel inventories, and related development agreement provisions.

Option 3: Decline to adopt the ordinance. Take no action on Ordinance No. 2026-15. SB 79 would continue to apply by operation of state law, and qualifying projects would be reviewed directly under applicable state law without the local implementation framework provided by the ordinance.

Staff recommends **Option 1**.

ORDINANCES

- a. Ordinance No. 2026-15
- b. Ordinance No. 2026-15 – Exhibit “A” – Findings of Fact
- c. Ordinance No. 2026-15 – Exhibit “B” – Proposed Text Amendments
- d. Ordinance No. 2026-15 – Exhibit “C” – TOD Overlay Zone Map
- e. Ordinance No. 2026-15 – Exhibit “D” – Parcel Inventories

ATTACHMENTS

- a. Attachment “1” – Planning Commission Staff Report, dated August 11, 2026, with all attachments
- b. Attachment “2” – Public Comment Letter – Californians for Homeownership and California Housing Defense Fund, dated August 11, 2026
- c. Attachment “3” – Council Briefing Sheet

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING A NEW ARTICLE 81 TO CHAPTER 33 OF THE ESCONDIDO MUNICIPAL CODE TO IMPLEMENT SENATE BILL 79 (2025), CODIFIED AT GOVERNMENT CODE SECTIONS 65912.155 THROUGH 65912.162, INCLUSIVE, BY ESTABLISHING A TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE, ADOPTING THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE MAP AND RELATED PARCEL INVENTORIES, APPLYING THE OVERLAY ZONE TO PARCELS SUBJECT TO SENATE BILL 79, EXEMPTING CERTAIN PARCELS AS ALLOWED BY LAW, PHASING IMPLEMENTATION FOR CERTAIN PARCELS AS ALLOWED BY LAW, ESTABLISHING OBJECTIVE DEVELOPMENT STANDARDS FOR TRANSIT-ORIENTED HOUSING DEVELOPMENTS, DETERMINING THAT ADOPTION OF THE ORDINANCE IS NOT A PROJECT FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING STAFF TO SUBMIT THE ENACTED ORDINANCE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CASE NO.: PL26-0140

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. The City Council makes the following findings:

WHEREAS, the Legislature of the State of California has, in Article XI, Section 7 of the California Constitution, conferred upon local governments the authority to adopt regulations to protect and promote the public health, safety and general welfare of its citizens; and

WHEREAS, on October 10, 2025, California Governor Gavin Newsom signed Senate Bill 79 ("SB 79") into law, amending Division 1 of Title 7 of the California Government Code to add Chapter 4.1.5, commencing with Section 65912.155. The law became effective on July 1, 2026; and

WHEREAS, Government Code Section 65912.157 makes qualifying transit-oriented housing development projects an allowed use on eligible sites within one-half mile of a TOD stop and establishes applicable development standards, and Government Code Section 65912.159 governs whether such projects proceed under streamlined ministerial review under Government Code Section 65913.4 or through the City's otherwise applicable development review process, subject to Government Code Section 65589.5, with conflicting local zoning standards inapplicable; and

WHEREAS, based on the definitions in Government Code Section 65912.156 and the California Department of Housing and Community Development's SB 79 Advisory Clarifications on Definitions for Metropolitan Planning Organizations dated March 20, 2026, the qualifying TOD stops in the City of Escondido are the two North County Transit District ("NCTD") SPRINTER passenger rail stations at the Escondido Transit Center and Nordahl Road Station, which meet the definition of Tier 2 stops; and

WHEREAS, Government Code Section 65912.160(f) requires each metropolitan planning organization to map qualifying TOD stops within its region, and the City's TOD Overlay Zone Map is informed by SANDAG's SB 79 regional mapping products, including the Draft SB 79 Transit-Oriented Development Map and any final, updated, corrected, replacement, or successor mapping products considered by the City, together with the City's parcel-level analysis and the administrative record; and

WHEREAS, based on the TOD Overlay Zone Map, applicable zoning, parcel-level analysis, and the administrative record, the parcels identified in Exhibit "D.i" – Qualifying Parcel Inventory are the parcels where the TOD Overlay Zone applies and where the development standards established by Government Code Section 65912.157 apply, except as otherwise provided by state law or the overlay; and

WHEREAS, parcels located within the one-half-mile "TOD zones" that are not zoned for residential, mixed, or commercial development, as identified in Exhibit "D.ii" – Excluded Parcel Inventory,

are not eligible for application of Government Code Chapter 4.1.5, including industrially zoned properties in the Light Industrial (M-1), General Industrial (M-2), Industrial Office (I-O), and West Mercado General areas; park, open space, and civic sites including Westside Park, the California Center for the Arts Escondido, Grape Day Park, and City Hall; public rights-of-way; flood control channels; and properties outside the City of Escondido's jurisdictional boundaries; and

WHEREAS, Government Code sections 65912.157(a)(1) and (2) require projects subject to Government Code Section 65912.157 to meet specified development standards related to minimum unit count, average unit floor space, and minimum density; and

WHEREAS, Government Code Section 65912.157(a)(6) prohibits local governments from imposing a height limit less than 55 feet, maximum density of less than 80 units per acre, or residential floor area ratio of less than 2.5 for a housing development project further than one-quarter mile but within one-half mile of a Tier 2 TOD stop; and

WHEREAS, Government Code Section 65912.157(a)(5) prohibits local governments from imposing a height limit less than 65 feet, maximum density of less than 100 units per acre, or residential floor area ratio of less than 3.0 for a housing development project further than 200 feet but within one-quarter mile of a Tier 2 TOD stop; and

WHEREAS, Government Code sections 65912.156(a) and 65912.157(e) prohibit local governments from imposing a height limit less than 85 feet, maximum density of less than 140 units per acre, or residential floor area ratio of less than 4.0 for a housing development project within 200 feet of a Tier 2 TOD stop; and

WHEREAS, Government Code Section 65912.160 authorizes a local government to adopt an implementation ordinance to make its zoning code consistent with SB 79, including objective standards,

conditions, and policies that do not physically preclude SB 79 development standards and further authorizes limited exemptions, where supported by findings with substantial evidence; and

WHEREAS, portions of the TOD zones lack pedestrian infrastructure or right-of-way and require trespass or encroachment into the vehicular travel lane to traverse, rendering them inaccessible, unsafe, or unlawful for pedestrian travel; and

WHEREAS, Government Code Section 65912.160(e)(1) authorizes the City to identify areas within one-half mile of a qualifying TOD stop where substantial evidence establishes no walking path of less than one mile exists from that location to the TOD stop; and

WHEREAS, the City conducted an in-depth assessment of the pedestrian network to identify, prioritize, and address deficiencies through the Comprehensive Active Transportation Strategy (CATS), including sidewalk gap analysis, and utilized that assessment, together with parcel-level review and other evidence in the administrative record, to support the walking path exemption determinations under Government Code Section 65912.160(e)(1). Utilizing this data, the City developed a TOD Overlay Zone Map to evaluate sites eligible for exemption under the law; and

WHEREAS, the subject TOD Overlay Zone implements SB 79 while ensuring that “walking path” determinations consider whether a route is a continuous, safe, unobstructed, and accessible path of travel materially usable by all pedestrians, including wheelchair and other mobility assistance device users; whether it is the shortest practicable lawful public pedestrian route from the parcel to the TOD stop; whether any missing segments, unlawful crossings, or other barriers exist; and whether it avoids trespass on private property or encroachment into vehicular, bicycle, railroad, drainage, or unimproved areas; and

WHEREAS, the City has independent obligations under the Americans with Disabilities Act (“ADA”) to ensure that pedestrian access to public services, including public transportation stops, is accessible to,

usable by, and safe for all pedestrians, including people with disabilities, and may not treat a nonexistent, unlawful, or materially unusable route as a qualifying walking path;¹ and

WHEREAS, the City is obligated to use its planning, engineering, and regulatory authority to provide a street network that safely and efficiently accommodates all roadway users, including pedestrians, whether or not they use a mobility aid; and

WHEREAS, the City has developed a methodology to identify sites for which no walking path of less than one mile exists from the site to the applicable qualifying TOD stop and, based on substantial evidence in the administrative record, has identified the sites shown in Exhibit “D.iii” – Exempt Parcel Inventory as not subject to Article 81 and Government Code Section 65912.157, pursuant to Government Code Section 65912.160(e)(1); and

WHEREAS, determinations of compliance with Government Code Section 65912.160(e)(1) shall be consistent with applicable accessibility requirements, including Caltrans Design Information Bulletin (DIB) 82-06² that implements the 2010 ADA Standards for Accessible Design,³ and the federal Public Right-of-Way Accessibility Guidelines (“PROWAG”)⁴ that establish requirements to ensure sidewalks, crosswalks, and other pedestrian infrastructure is accessible to people with disabilities; and

WHEREAS, in developing the definitions and objective methodology used to determine whether a walking path of less than one mile exists, the City relied on standardized, administrable definitions reflected in guidance from the California Department of Housing and Community Development (“HCD”) for other housing and sustainability programs, including the Multifamily Housing Program Round 3 Final

¹ 42 U.S.C. § 12132; 28 C.F.R. §§ 35.102(a), 35.150(a)(1), (b)(1); 49 C.F.R. § 37.9

² Pedestrian Accessibility Guidelines for Highway Projects

³ 28 C.F.R. § 35.151 and 36 C.F.R. part 1191, appendices B and D

⁴ Appendix to 36 C.F.R. part 1190

Guidelines dated February 13, 2025 for “walkable route,”⁵ the Affordable Housing and Sustainable Communities Round 10 Program Guidelines dated February 25, 2026 for “pedestrian access route” and “safe and accessible walkway,”⁶ and the Affordable Housing and High Road Jobs Act of 2022 Draft Guidelines dated May 5, 2026 for “sidewalk”;⁷ and

WHEREAS, as allowed by Government Code Section 65912.161(b)(1), this ordinance phases implementation of SB 79 on sites with locally designated historic resources identified in Exhibit “D.iv” – Phased Implementation Parcel Inventory until prior to one year following adoption of the seventh revision of the City’s General Plan Housing Element. According to HCD, the City’s seventh revision of the Housing Element is due on June 15, 2031; and

WHEREAS, phasing implementation for sites with locally designated historic resources allows the City to ensure development allowed under the law is consistent with existing historic resource regulations, such as the Mills Act; and

WHEREAS, on March 17, 2026, the Housing Subcommittee of the City Council received a briefing on SB 79 and affirmed staff’s approach to SB 79 implementation, including exempting areas with no walking path of less than one mile to the transit stop and protecting sites with locally designated historic resources; and

WHEREAS, on May 26, 2026, the Planning Commission received a briefing on SB 79 and affirmed staff’s approach; and

⁵ HCD Multifamily Housing Program Final Guidelines, Section 7301, Definitions, Feb. 13, 2025

⁶ SGC and HCD Affordable Housing and Sustainable Communities Program Round 10 Program Guidelines, Section 101, Definitions, Feb. 25, 2026

⁷ HCD Affordable Housing and High Road Jobs Act of 2022 Draft Guidelines, Section 102, Definitions, May 5, 2026

WHEREAS, Government Code Section 65912.160(d)(3) directs HCD to review local implementation ordinances and provides HCD 90 to 120 days to determine compliance; and

WHEREAS, nothing in this ordinance shall be construed to limit the City's authority, under SB 79, including Government Code Section 65912.161, to evaluate, adopt, or incorporate a local transit-oriented development alternative plan or other implementing regulations at a future date, consistent with state law; and

WHEREAS, on August 11, 2026, the Planning Commission held a duly noticed public hearing regarding the Zone Text Amendment and adopted Planning Commission Resolution No. 2026-07, recommending that the City Council adopt Ordinance No. 2026-15 as identified therein and reflected in Exhibit "B"; and

WHEREAS, in considering adoption of this ordinance, the City Council has considered all written and oral evidence presented, together with the entire administrative record.

SECTION 2: Proper notices of a public hearing in compliance with Government Code Section 65854 and Article 61, Division 6 of the Escondido Municipal Code have been given, and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 3. The City Council did on October 7, 2026, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to be considered by the City Council, including, without limitation:

- a) Written information including relevant sections of the Government Code and other written and graphical information;
- b) Oral testimony from City staff, interested parties, and the public;

- c) The City Council staff report, dated October 7, 2026, along with its attachments, as well as City staff's recommendation on the project, incorporated herein by this reference as though fully set forth herein; and
- d) The Planning Commission's recommendation.

SECTION 4. ENVIRONMENTAL REVIEW. The City Council hereby finds that adoption of Ordinance No. 2026-15 to implement SB 79 (Government Code sections 65912.155 through 65912.162, inclusive) is not a project for purposes of the California Environmental Quality Act (CEQA), Division 13, commencing with Section 21000, of the Public Resources Code, pursuant to Government Code Section 65912.160(c)(2), and therefore is not subject to CEQA review.

SECTION 5. Upon consideration of the Factors to be considered/Findings of Fact attached as Exhibit "A," the City Council desires at this time and deems it to be in the best public interest to adopt the ordinance, as depicted in Exhibit "B," together with the TOD Overlay Zone Map contained in Exhibit "C" and the related parcel inventories contained in Exhibit "D," in furtherance of the policy generally described in the City Council staff report, dated October 7, 2026.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 7. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 9. The City Clerk is hereby directed to update the Escondido Zoning Code to reflect the amendment approved by this Ordinance as shown in Exhibit "B."

SECTION 10. This Ordinance shall become effective 30 days from the date of passage.

EXHIBIT "A"

PLANNING CASE NO. PL26-0140

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations

1. For purposes of the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("CEQA"), and the CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 et seq., the City of Escondido is the public agency with principal responsibility for considering and approving the Ordinance.
2. The Ordinance is not a "project" for purposes of CEQA. Government Code Section 65912.160(c)(2) expressly provides that an ordinance enacted pursuant to Government Code Section 65912.160(c)(1) shall not be considered a project under Division 13, commencing with Section 21000, of the Public Resources Code. The Ordinance is adopted pursuant to that authority and establishes local implementation procedures, objective standards, map and parcel inventory procedures, walking path criteria, public improvement provisions, exemptions, and phased implementation provisions for purposes of implementing Government Code sections 65912.155 through 65912.162, inclusive.
3. The Ordinance does not approve, authorize, or commit the City to approve any specific housing development project, physical improvement, public work, private development, funding action, or construction activity. Future applications under Article 81 will be reviewed pursuant to applicable state law, the Escondido Municipal Code, and the objective standards adopted by the Ordinance. The Ordinance therefore constitutes an organizational, administrative, and regulatory action of government that does not itself result in a direct or reasonably foreseeable indirect physical change in the environment.
4. No further environmental review is required for adoption of the Ordinance. The decisionmakers have independently reviewed and considered the entire administrative record, staff report, attachments, technical materials, maps, parcel inventories, applicable state law, any written comments, any oral testimony, and all other evidence presented in connection with the Ordinance, and find that the foregoing environmental determinations are supported by the record.

Zoning Code Amendment Determinations (Escondido Zoning Code Section 33-1263)

1. That the public health, safety, and welfare will not be adversely affected by the proposed change.

The Ordinance will not adversely affect the public health, safety, or welfare. It implements Government Code sections 65912.155 through 65912.162, inclusive, in a clear, objective, and administrable manner while preserving applicable elements of the City's underlying zoning, specific plans, adopted engineering standards, accessibility requirements, and generally applicable development regulations except where state law or Article 81 expressly controls.

The Ordinance promotes the public health, safety, and welfare by identifying where SB 79 applies, where state law authorizes exemptions or temporary exclusions, what development standards apply, and how applications will be reviewed. It further promotes safe and accessible pedestrian access by requiring appropriate frontage improvements and by ensuring that walking path determinations are based on actual, lawful, public, continuous, and materially usable pedestrian routes from an affected site to a qualifying transit-oriented development (TOD) stop.

2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendment.

The Ordinance is a legislative Zoning Code amendment and overlay zone implementation ordinance. It does not approve a project-specific site plan, subdivision, building permit, or discretionary development entitlement. Article 81 applies only to qualifying sites within the applicable TOD geography that are zoned for residential, mixed, or commercial development and are not otherwise excluded, exempted, or subject to temporary exclusion under state law and Article 81.

The Ordinance does not extend SB 79 to industrially zoned land, public rights-of-way, civic or park sites, property outside the City's jurisdiction, and other sites not subject to Government Code sections 65912.155 through 65912.162, inclusive. For parcels within the applicable one-half-mile radius that lack a walking path of less than one mile, Article 81 provides that the parcel is not subject to the overlay unless and until eligibility is established through the development agreement pathway. This ensures that suitability is determined based on actual legal and physical pedestrian access, not straight line proximity alone.

3. That the proposed Zoning Code amendment will not be detrimental to surrounding properties.

The Ordinance will not be detrimental to surrounding properties. Article 81 does not create an unlimited development entitlement; it implements the height, density, residential floor area ratio (FAR), and review standards required by Government Code Section 65912.157 only for qualifying transit-oriented housing developments on eligible sites. The applicable underlying zone, specific plan, and generally applicable objective standards remain in effect except where state law or Article 81 controls.

The Ordinance reduces uncertainty and potential adverse effects by establishing objective application procedures, eligibility documentation requirements, map maintenance procedures, frontage improvement standards, infrastructure standards, walking path criteria, and a development agreement process where off-frontage pedestrian improvements are necessary to establish eligibility. These provisions provide a predictable framework for addressing pedestrian access, frontage conditions, infrastructure needs, dedications, easements, timing, funding, security, and acceptance without relying on subjective or discretionary compatibility standards that could conflict with state law.

4. That the proposed Zoning Code amendment is consistent with the adopted General Plan.

The Ordinance is consistent with the City's adopted General Plan, including Community Character Policies 1.3 and 1.9, Land Use Zoning Policies 2.2 and 2.4, Specific Planning Area Policy 11.6(g), Water System Policy 12.5, Wastewater Policies 13.3 and 13.5, Storm Drainage Policy 14.5, Complete Streets Policies 2.1 and 2.3, Street Network Policy 7.7, and Transit System Policies 5.7 and 5.8. The General Plan supports a balanced land use pattern, infill development, housing opportunities, multimodal access, public infrastructure planning, pedestrian safety, transit access, and a more sustainable and connected urban form. The Ordinance advances those purposes by implementing state law for qualifying transit-oriented housing developments near qualifying TOD stops while preserving the City's ability to apply objective local standards that do not physically preclude the development standards required by Government Code Section 65912.157.

The Ordinance supports land use and community form objectives by directing SB 79 implementation to qualifying residential, mixed-use, and commercial sites near transit. It supports mobility and infrastructure objectives by requiring lawful and accessible walking path improvements and by distinguishing between sites with qualifying pedestrian access and sites that lack a qualifying walking path. It supports housing objectives by allowing qualifying transit-oriented housing development where SB 79 applies.

5. That the proposed Zoning Code amendment does not establish a residential density below seventy percent of the maximum permitted density of any parcel previously zoned R-3, R-4, or R-5.

The Ordinance does not establish a residential density below seventy percent of the maximum permitted density of any parcel previously zoned R-3, R-4, or R-5. It does not downzone any parcel, reduce any existing residential density, or establish a replacement base zoning classification. Instead, it creates a TOD Overlay Zone that implements the minimum height, density, and residential FAR standards required by Government Code Section 65912.157 for qualifying transit-oriented housing developments.

6. That the relationship of the proposed Zoning Code amendment to specific plans is appropriate.

The relationship of the Ordinance to applicable specific plans is appropriate. Article 81 is designed to operate together with the underlying zone and any applicable specific plan. Specific plan provisions, development standards, design standards, and procedures remain in effect except where superseded by Government Code sections 65912.155 through 65912.162, inclusive, or Article 81.

This structure maintains the continued relevance of adopted specific plans while recognizing that state law requires qualifying transit-oriented housing developments to be allowed and reviewed under the standards established by SB 79. Where a specific plan standard conflicts with state law or physically precludes the height, density, residential FAR, or other development standards required by Government Code Section 65912.157, Article 81 provides a clear rule for resolving the conflict. Where no conflict exists, the specific plan continues to apply.

SB 79 Ordinance-Specific Determinations

1. The Ordinance is authorized by Government Code sections 65912.160 and 65912.161 and implements Government Code sections 65912.155 through 65912.162, inclusive.

Government Code Section 65912.160 authorizes a local government to enact an ordinance to make its zoning code consistent with Government Code sections 65912.155 through 65912.162, inclusive. Such an ordinance may include objective development standards, conditions, and policies applying to transit-oriented housing developments where those standards, conditions, and policies are demonstrated by a preponderance of the evidence not to physically preclude, alone or in combination, the applicable housing development standards established by Government Code Section 65912.157.

Article 81 is adopted pursuant to that authority and is structured to avoid physical preclusion of the housing development standards established by Government Code Section 65912.157. Article 81 applies the state-required height, density, and residential

FAR standards to qualifying transit-oriented housing developments; provides that objective local standards apply only to the extent they do not physically preclude those state law development standards; and limits local implementation requirements to objective, administrable standards, conditions, procedures, and project-serving public improvements.

Government Code Section 65912.160 also authorizes a local government to identify areas within one-half mile of a TOD stop where the local government finds, supported by substantial evidence, that no walking path of less than one mile exists. Government Code Section 65912.161 authorizes phased implementation for certain sites, including sites containing historic resources designated as of January 1, 2025, to the extent and for the period allowed by state law.

The Ordinance establishes Article 81 of Chapter 33 of the Escondido Municipal Code to identify sites subject to and not subject to Article 81, recognize statutory exemptions, phase implementation where authorized, maintain the TOD Overlay Zone Map and related parcel inventories, and provide a local administrative framework for processing qualifying transit-oriented housing developments.

2. The Ordinance applies SB 79 where SB 79 applies and preserves only those local implementation tools authorized by state law.

Article 81 applies Government Code sections 65912.155 through 65912.162, inclusive, to qualifying transit-oriented housing developments on sites subject to those provisions. Article 81 does not apply to sites outside the scope of SB 79, sites excluded by state law, sites exempted pursuant to Government Code Section 65912.160, or sites subject to phased implementation pursuant to Government Code Section 65912.161.

Based on substantial evidence in the administrative record, the parcels identified on the TOD Overlay Zone Map and related exempt parcel inventory as lacking a walking path of less than one mile to a qualifying TOD stop are not subject to Article 81 unless and until a qualifying walking path, as defined and regulated by Article 81, exists or is established through required frontage improvements or the development agreement pathway established by Article 81.

The substantial evidence supporting this finding includes, without limitation, the City's Comprehensive Active Transportation Strategy (CATS) and associated sidewalk and crosswalk gaps data, geographic information systems (GIS) mapping, parcel analysis, zoning analysis, right-of-way information, aerial imagery, street view imagery, transit stop and pedestrian access point data, field verification, photographs, sidewalk and crossing condition information, staff analysis, technical exhibits, staff reports, public hearing materials, and all other evidence in the administrative record.

Following adoption, the Director of Development Services, or designee, shall administer Article 81 and make parcel-, site-, project-, walking-path-, and application-specific determinations in accordance with the Ordinance, the TOD Overlay Zone Map, related parcel inventories, applicable state law, adopted City standards, and the administrative record. The Development Services Director, or designee, may determine that a parcel is subject to Article 81 where a qualifying walking path exists, where such a path will be completed through required frontage improvements, or where such a path is established through a recorded development agreement approved pursuant to Article 58. Any corresponding map or inventory update shall be processed as a ministerial administrative update authorized by Article 81.

3. The Ordinance correctly implements the Tier 2 development standards applicable to qualifying transit-oriented housing developments in Escondido.

Based on the best available information in the administrative record, including state law, HCD advisory materials, data and mapping provided by the San Diego Association of Governments (SANDAG), transit stop characteristics, and the City's own mapping and GIS analysis, the two qualifying TOD stops in the city are considered Tier 2 stops. Article 81 implements the Tier 2 development standards established by Government Code Section 65912.157 by applying the required minimum height, density, and residential FAR standards within the applicable distance bands.

For qualifying transit-oriented housing developments within 200 feet of a Tier 2 stop, Article 81 provides that the City shall not impose a height limit less than 85 feet, a maximum density less than 140 dwelling units per acre, or a residential FAR less than 4.0, to the extent required by state law. For qualifying transit-oriented housing developments further than 200 feet but within one-quarter mile of a Tier 2 stop, Article 81 applies the 65-foot, 100-dwelling-unit-per-acre, and 3.0 residential FAR standards. For qualifying transit-oriented housing developments further than one-quarter mile but within one-half mile of a Tier 2 stop, Article 81 applies the 55-foot, 80-dwelling-unit-per-acre, and 2.5 residential FAR standards.

4. The TOD Overlay Zone Map and related parcel inventories are appropriate implementation tools.

The TOD Overlay Zone Map and related parcel inventories are appropriate, objective, and administrable tools for implementing SB 79. The map and inventories identify qualifying TOD stops, applicable distance bands, sites subject to Article 81 (qualifying), sites not subject to Article 81 (excluded), sites that are exempt by the walking path criteria but may become eligible through a development agreement, and sites subject to phased implementation.

The TOD Overlay Zone Map is informed by SANDAG's SB 79 regional mapping products prepared pursuant to Government Code Section 65912.160(f), including the Draft SB 79 Transit-Oriented Development Map and any final, updated, corrected, replacement, or successor mapping products considered by the City, together with the City's parcel-level analysis, zoning data, pedestrian network information, walking path methodology, field verification, and other evidence in the administrative record. This approach is appropriate because SANDAG's regional mapping products identify qualifying TOD stops and TOD zones, while parcel-level eligibility, statutory exemptions, phased implementation, development agreement-based eligibility, and project-level application of Article 81 remain matters for the City to determine in accordance with SB 79, Article 81, the TOD Overlay Zone Map, related parcel inventories, and the administrative record.

Article 81 also provides for ministerial, nondiscretionary map and inventory updates to reflect changes to applicable SANDAG regional mapping products, clerical corrections, parcel changes, City determinations, development agreements, completed improvements, expiration or termination of eligibility, and expiration of phased implementation.

5. The objective local standards, conditions, and policies established by Article 81 are demonstrated by a preponderance of the evidence not to physically preclude, alone or in combination, the housing development standards established by Government Code Section 65912.157.

Based on a preponderance of the evidence in the administrative record, the objective local standards, conditions, and policies established by Article 81 do not physically preclude, alone or in combination, the height, density, residential FAR, or other development standards authorized by Government Code Section 65912.157 for qualifying transit-oriented housing developments on sites subject to Article 81.

Article 81 expressly provides that objective local standards apply only to the extent they do not physically preclude the development standards authorized by Government Code Section 65912.157. It does not impose subjective design review, compatibility findings, discretionary density controls, discretionary height reductions, or open-ended standards that could be used to deny or reduce a qualifying transit-oriented housing development.

The public improvement standards in Article 81 are limited, objective, and tied to the development's frontage, adopted City standards, applicable accessibility requirements, and public facilities necessary to serve the project. Required frontage improvements are ordinary project-serving improvements of the type commonly required to complete frontage conditions and connect a project to existing public infrastructure.

Further, the walking path exemption authorized by Government Code section 65912.160 is a separate statutory basis for determining that certain parcels are not subject to Article

81 where no walking path of less than one mile exists, as supported by substantial evidence in the administrative record. Article 81 preserves this distinction by including a frontage segment exception, which ensures that a site is not treated as lacking a qualifying walking path solely because a frontage improvement is missing or incomplete where the project is required to complete that frontage improvement and completion would connect the site to an otherwise qualifying walking path.

6. The walking path exemption established by Article 81 is authorized by state law, supported by substantial evidence, and based on objective criteria.

Government Code Section 65912.160 authorizes a local government to identify areas within one-half mile of a TOD stop where the local government finds, supported by substantial evidence, that no walking path of less than one mile exists. Article 81 implements that authority by defining a walking path as a lawful, public pedestrian route of less than one mile to the pedestrian access point of the applicable qualifying TOD stop, as determined under the objective standards in Article 81.

Based on substantial evidence in the administrative record, the parcels and areas identified on the TOD Overlay Zone Map and related exempt parcel inventories as lacking a walking path of less than one mile are not subject to Article 81 unless and until a qualifying walking path exists or is established in accordance with Article 81. The substantial evidence supporting this finding includes, without limitation, CATS data and associated sidewalk and crosswalk gaps data, GIS mapping, parcel and zoning analysis, right-of-way information, aerial and street view imagery, transit stop and pedestrian access point data, field verification, photographs, sidewalk and crossing condition information, staff analysis, technical exhibits, staff reports, public hearing materials, and all other evidence in the administrative record.

Article 81 determines whether a lawful, public, continuous pedestrian route exists. A qualifying walking path must be composed of pedestrian facilities lawfully available for public pedestrian travel, including sidewalks, pedestrian paths, shared-use paths, lawful crossings, curb ramps, blended transitions, or equivalent facilities where applicable. Routes that require trespass, passage through private property without a recorded public pedestrian access easement, drainage facilities, unimproved roadway edges or shoulders, railroad areas, vehicular travel lanes, or other areas that are nonpublic or not lawfully open and improved for public pedestrian travel do not constitute walking paths for purposes of Article 81.

This interpretation is consistent with the statutory term "walking path," the pedestrian access purpose of Government Code Section 65912.160, and the City's responsibility to administer SB 79 using objective, lawful, accessible, and administrable criteria. Article 81 applies objective pedestrian facility, legal access, and applicable accessibility criteria, including applicable ADA requirements, Public Right-of-Way Accessibility Guidelines,

Caltrans pedestrian accessibility standards and guidance, and adopted City standards, to determine whether a qualifying public pedestrian route exists. Article 81 does not evaluate subjective walking path quality, comfort, convenience, aesthetics, or neighborhood compatibility.

7. Additional substantial evidence supports the walking path exemption for sidewalk-deficient areas, including the Westside Hillside neighborhood area.

The substantial evidence supporting the walking path exemption includes, but is not limited to, area-specific evidence for neighborhoods in the TOD zone, such as the Westside Hillside neighborhood, where many exempt parcels are located. The City's Comprehensive Active Transportation Strategy (CATS) Sidewalk Gaps GIS layer identifies this area as one of the most sidewalk-deficient areas in the city, with substantial pedestrian network constraints and barriers. Substantial evidence supports the determination that many parcels in this area are within the statutory straight line TOD geography but lack the continuous, lawful, accessible, and public pedestrian facilities necessary to constitute a qualifying walking path of less than one mile to the applicable qualifying TOD stop under Article 81.

The exemption determinations are based on objective facility and access criteria. In applying those criteria, the City considered whether routes contain missing sidewalk segments or require travel along unimproved roadway shoulders or edges, vehicular or bicycle lanes, drainage facilities, railroad areas, private property without public pedestrian access rights, or other areas not lawfully open and improved for public pedestrian travel. Such conditions support the determination that a qualifying walking path does not exist where continuous, accessible pedestrian facilities are absent.

This evidence supplements, and does not limit, the broader administrative record supporting the TOD Overlay Zone Map and related exempt parcel inventories. Parcel-, site-, route-, and project-specific determinations under Article 81 may rely on additional objective evidence, including updated maps, applicant materials, staff review, photographs, right-of-way information, completed improvements, recorded access rights, development agreements, and other evidence relevant to whether a qualifying walking path exists or has been established.

8. The development agreement pathway for sites lacking a qualifying walking path is lawful, appropriate, and consistent with Escondido Municipal Code Article 58.

Article 81 establishes a development agreement pathway for sites that are not subject to Article 81 solely because no qualifying walking path exists. This allows an applicant to establish eligibility by entering into a recorded, enforceable development agreement that secures the design, funding, construction, completion in accordance with applicable

standards, acceptance if required, and opening of the qualifying walking path for public pedestrian use.

The development agreement option does not apply to parcels already subject to Article 81. It applies only where a site is otherwise exempt because no walking path of less than one mile exists, and provides a voluntary mechanism for the property owner or applicant to establish eligibility for SB 79 processing by securing the improvements necessary to create such a path.

The development agreement pathway is consistent with Escondido Municipal Code Article 58 and Government Code sections 65864 through 65869.5. It requires City Council approval, recordation against the property, identification of required improvements and access rights, financial security or other lawful assurances for required improvements, enforceable remedies for default, timing and phasing provisions, map and inventory update provisions, and a fixed term tied to creation of the qualifying walking path. The development agreement terminates upon completion, acceptance if required, and opening of the qualifying walking path for public pedestrian use, or upon expiration of the fixed term if the required improvements are not completed.

9. The phased implementation provisions for designated historic resources are authorized and appropriate.

Government Code Section 65912.161 authorizes phased implementation for certain sites, including sites containing historic resources designated as of January 1, 2025, to the extent and for the period allowed by state law. Article 81 implements that authority by providing that it shall not become operative on parcels identified on the TOD Overlay Zone Map as containing such designated historic resources during the authorized phased implementation period.

The phased implementation provisions allow the City to coordinate SB 79 implementation with existing historic resource regulations, including local historic resource protections, Mills Act contracts, and other applicable requirements, while preserving consistency with state law. During the authorized phase period, affected parcels remain governed by the underlying zone, applicable specific plan, and other generally applicable law. The provisions are limited to the sites and time period authorized by state law and do not create a broader or permanent exemption from SB 79.

10. The Ordinance preserves ministerial review where required by state law.

Article 81 preserves the review pathways required by Government Code Section 65912.159. A project that qualifies for and seeks streamlined ministerial approval shall be processed in accordance with Government Code Section 65913.4. A project proposed pursuant to Government Code Section 65912.157 that is not seeking streamlined approval under Government Code Section 65913.4 shall be reviewed through the City's

otherwise applicable development review process, subject to Government Code Section 65589.5 and other applicable state law, except that any conflicting local zoning standard shall not apply.

This structure preserves ministerial review where applicable, avoids subjective approval findings, and ensures that conflicting local zoning standards do not reduce or physically preclude the development standards required by Government Code Section 65912.157.

11. The Ordinance provides an administrable and transparent record for California Department of Housing and Community Development (HCD) review.

Government Code Section 65912.160 provides for HCD review of enacted local implementation ordinances for substantial compliance. The Ordinance is structured to support that review by identifying its statutory authority, applicable and inapplicable sites, distance bands, objective standards, walking path criteria, exemptions, phased implementation, a development agreement mechanism for establishing walking path eligibility, application review procedures, recordkeeping requirements, and map maintenance procedures.

Article 81 requires records sufficient to support consistent administration and substantial evidence review, including applicant materials, maps, measurements, photographs, field documentation, technical studies, staff determinations, and development agreements.

The Ordinance is structured to substantially comply with Government Code sections 65912.155 through 65912.162, inclusive, because it applies the state law standards where SB 79 applies, limits local standards to objective standards that do not physically preclude required development standards, exempts only areas supported by substantial evidence that no walking path of less than one mile exists, phases implementation only where authorized by state law, preserves state-required review pathways, and provides an enforceable development agreement mechanism for otherwise exempt parcels to become eligible where a qualifying walking path is created.

12. The Ordinance is internally consistent, severable, and in the best interests of the City.

The Ordinance is internally consistent because Article 81 preserves the underlying zone, applicable specific plans, adopted City standards, accessibility requirements, and generally applicable law except where state law or Article 81 controls. It provides rules for resolving conflicts between local standards and Government Code Section 65912.157, and includes map maintenance and administrative update procedures to maintain accuracy over time.

The Ordinance contains severability provisions. If any section, subsection, sentence, clause, phrase, or portion of the Ordinance or Article 81 is held invalid or unconstitutional,

the remaining portions are intended to remain valid and enforceable to the fullest extent allowed by law.

Adoption of the Ordinance is in the best interests of the City. SB 79 applies by operation of state law regardless of whether the City adopts a local implementation ordinance. The Ordinance provides a locally tailored, objective, transparent, and legally supported framework for implementation within Escondido. It identifies applicable sites, preserves the City's ability to apply objective standards that do not physically preclude state law development standards, establishes a defensible walking path methodology, provides an enforceable development agreement mechanism for otherwise exempt parcels to become eligible where a qualifying walking path is created, phases implementation for designated historic resources where authorized, and supports HCD review.

The Ordinance promotes the public health, safety, and welfare by implementing state housing law while ensuring that transit-oriented development is administered in relation to lawful and accessible pedestrian access to qualifying TOD stops. The Ordinance therefore advances state housing objectives, preserves local implementation tools authorized by state law, and provides a clear framework for staff, applicants, decisionmakers, property owners, and the public.

EXHIBIT "B"
PLANNING CASE NO. PL26-0140
ZONING CODE AMENDMENTS

Article 81 (Transit-Oriented Development Overlay Zone) is hereby added to Chapter 33 (Zoning) of the Escondido Municipal Code as follows:

ARTICLE 81
TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE

§ 33-1670. Purpose and intent.

- (a) This article implements Government Code Division 1, Title 7, Chapter 4.1.5, commencing with Section 65912.155, within the City of Escondido.
- (b) This article establishes the Transit-Oriented Development Overlay Zone, objective local standards, map procedures, walking path criteria, public improvement requirements, phased implementation procedures, and a development agreement pathway for qualifying transit-oriented housing developments.
- (c) This article identifies sites subject to this article, sites excluded from this article, exempt sites that lack a qualifying walking path and may become eligible through a development agreement, and sites subject to phased implementation.

§ 33-1671. Definitions.

For purposes of this article, the following terms shall have the meanings set forth below. Terms not defined in this article shall have the meanings set forth in Section 33-8 and Government Code sections 65912.155 through 65912.162, inclusive.

- (a) **"Applicable accessibility requirements"** means applicable state and federal accessibility requirements governing pedestrian facilities in the public right-of-way and accessible pedestrian paths of travel, including applicable Public Right-of-Way Accessibility Guidelines, Caltrans pedestrian accessibility standards, and adopted City standards.
- (b) **"Parcel"** means a unit of real property identified by an assessor's parcel number, recorded parcel or lot, or other City-recognized parcel identifier.
- (c) **"Pedestrian access point"** means the General Transit Feed Specification (GTFS) data point of the applicable qualifying transit-oriented development stop utilized by the San Diego Association of Governments to develop the regional transit-oriented development map, or as otherwise identified on the TOD Overlay Zone Map.

- (d) **"Qualifying transit-oriented development stop"** means a transit stop that qualifies for application of Government Code sections 65912.155 through 65912.162, inclusive, and this article.
- (e) **"Qualifying transit-oriented housing development"** means a housing development project that qualifies for application of Government Code sections 65912.155 through 65912.162, inclusive, and this article.
- (f) **"Site"** means the parcel or parcels included in a proposed housing development project or other determination under this article.
- (g) **"TOD Overlay Zone Map"** means the Transit-Oriented Development Overlay Zone map and related parcel inventories identifying qualifying transit-oriented development stops, distance bands, sites subject to this article, sites excluded from this article, exempt sites that lack a qualifying path that may become eligible through a development agreement, and sites subject to phased implementation.
- (h) **"Walking path"** means a lawful, public pedestrian route of less than one mile from a parcel or site to the pedestrian access point of a qualifying transit-oriented development stop that satisfies Section 33-1676(b).

§ 33-1672. TOD Overlay Zone Map.

- (a) The Transit-Oriented Development Overlay Zone shall be designated on the official zoning map of the City by incorporating the perimeter lines shown on Figure 33-1672.1 and Figure 33-1672.2, describing the boundaries of the overlay area onto the map itself.
- (b) The TOD Overlay Zone Map shall identify:
 - (1) Qualifying transit-oriented development stops;
 - (2) Applicable distance bands of 200 feet, 0.25 miles, and 0.5 miles;
 - (3) Sites subject to this article pursuant to Section 33-1673(a);
 - (4) Sites excluded from this article pursuant to Section 33-1673(b);
 - (5) Exempt sites lacking a qualifying walking path that may become eligible through a development agreement pursuant to Section 33-1676; and
 - (6) Sites subject to phased implementation under Section 33-1677.

Figure 33-1672.1

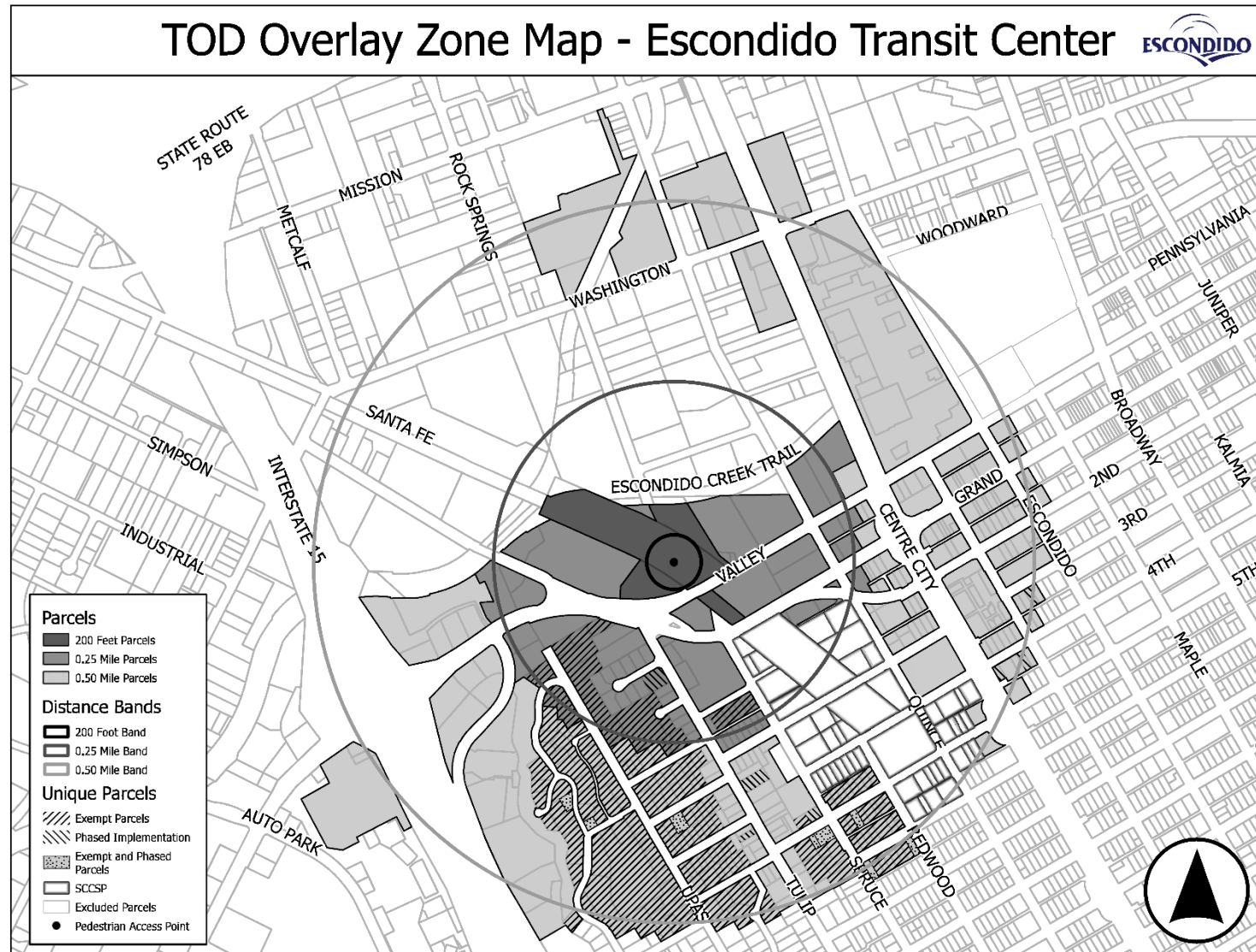
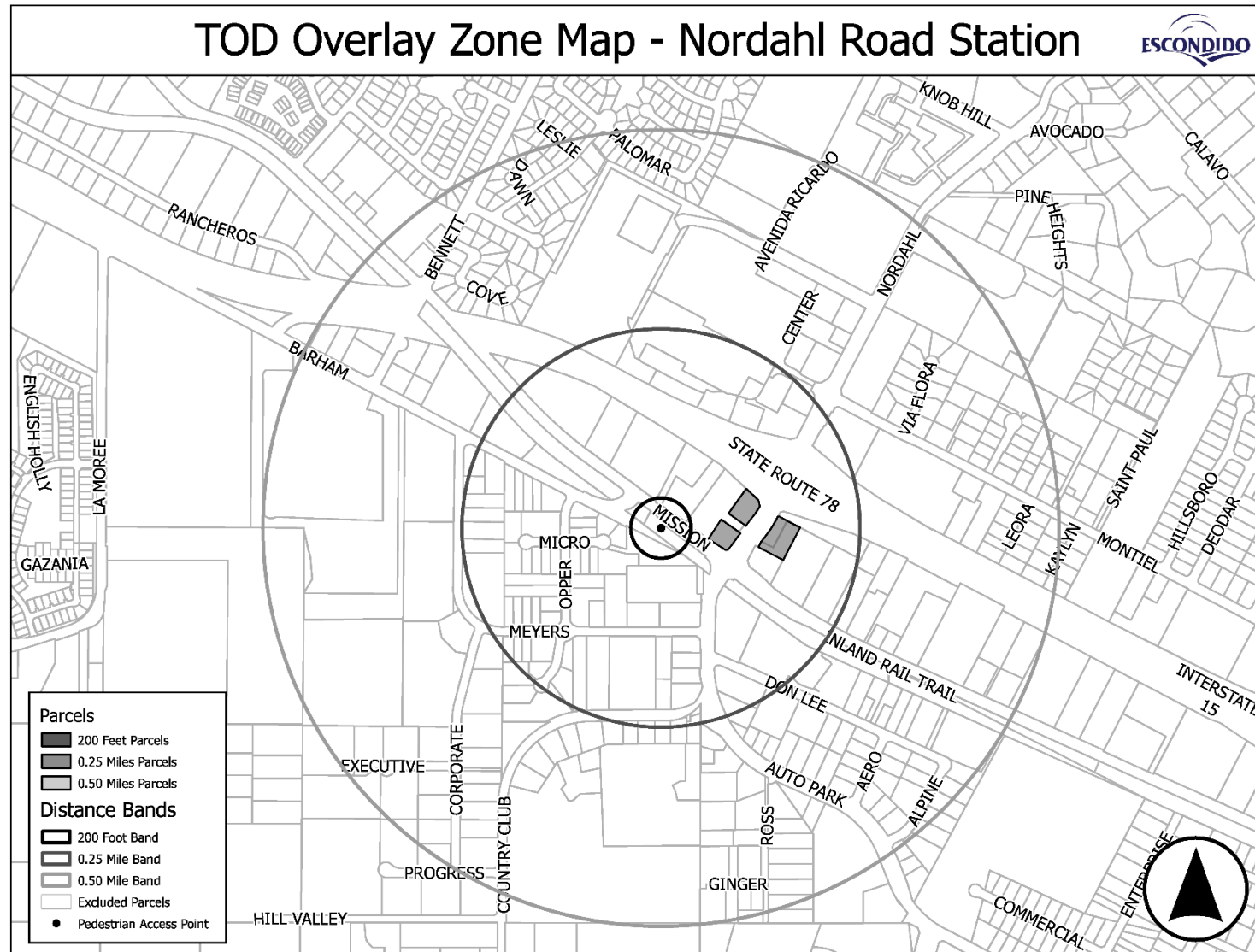


Figure 33-1672.2



§ 33-1673. Applicability and site eligibility.

- (a) **Sites subject to this article.** A parcel or site is subject to this article only if all of the following are satisfied:
- (1) The parcel or site is located within the Transit-Oriented Development Overlay Zone within one-half mile of a qualifying transit-oriented development stop.
 - (2) The parcel or site is zoned for residential, mixed, or commercial development.
 - (3) The parcel or site is not excluded from Government Code sections 65912.155 through 65912.162, inclusive, by state law, including any statutory exclusion, exemption, or limitation applicable to the site or proposed project.
 - (4) The parcel or site is identified on the TOD Overlay Zone Map and on the related parcel inventory identifying sites subject to this article, or is otherwise determined by the Development Services Director, or designee, to satisfy the walking path requirement of this article, unless eligibility is established pursuant to Section 33-1676.
 - (5) The parcel or site is not subject to phased implementation under Section 33-1677, or the applicable phased implementation period has expired.
 - (6) The proposed housing development project satisfies applicable requirements of this article and other applicable law.
- (b) **Sites excluded from this article.** A parcel, site, or proposed housing development project is not subject to this article if one or more applicable requirements in subsection (a) is not satisfied. A parcel or site that is not subject solely because no qualifying walking path exists may become eligible through compliance with Section 33-1676.
- (c) **Eligibility documentation.** An applicant seeking processing under this article shall submit documentation, in a form approved by the Development Services Director, or designee, sufficient to determine:
- (1) Parcel identification;
 - (2) Ownership;
 - (3) Applicant information;
 - (4) Zoning;
 - (5) TOD Overlay Zone Map location;
 - (6) Applicable distance band;
 - (7) Phased implementation status;
 - (8) Walking path route, length, and accessible pedestrian path of travel documentation;
 - (9) Route conditions;

- (10) Supporting photographs or field documentation;
- (11) Compliance with Section 33-1673(a) and the project qualification standards in Section 33-1675(b); and
- (12) Any other objective information reasonably necessary to determine eligibility.

(d) City determination.

- (1) The Development Services Director, or designee, shall determine whether a parcel, site, or proposed housing development project is subject to this article.
- (2) The determination shall be based on:
 - (A) The TOD Overlay Zone Map;
 - (B) Related parcel inventories;
 - (C) Applicant documentation;
 - (D) City records;
 - (E) Adopted City standards;
 - (F) Applicable accessibility requirements; and
 - (G) Other objective evidence.

§ 33-1674. Allowed use and permit administration.

- (a) A qualifying transit-oriented housing development shall be an allowed use on any site subject to this article to the extent required by Government Code Section 65912.157.
- (b) A qualifying transit-oriented housing development shall be processed in accordance with Government Code Section 65912.159 and this article.
- (c) If the Development Services Director, or designee, determines that a project qualifies for streamlined ministerial approval under Government Code Section 65912.159(a), the project shall be processed ministerially in accordance with Government Code Section 65913.4.
- (d) If the Development Services Director, or designee, determines that a project qualifies under this article and is proposed pursuant to Government Code Section 65912.157, but is not seeking streamlined approval under Government Code Section 65913.4, the project shall be reviewed pursuant to the City's development review process, Government Code Section 65589.5, and other applicable state law, except that any local zoning standard conflicting with Government Code sections 65912.155 through 65912.162, inclusive, or this article shall not apply.
- (e) The Development Services Director, or designee, shall be the City's reviewing authority for determinations under this article, including site eligibility, walking

path determinations, and application of the TOD Overlay Zone Map and related parcel inventories.

§ 33-1675. Transit-oriented housing development standards.

- (a) This section applies to a qualifying transit-oriented housing development on a parcel or site located within the applicable distance band of a Tier 2 transit-oriented development stop.
- (1) Distances under this section shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to the pedestrian access point for the transit-oriented development stop, as defined by Section 33-1671(c).

Table 33-1675: Transit-Oriented Housing Development Standards			
Site Distance to Transit Stop	Height	Density	Residential Floor Area Ratio
0 feet to 200 feet	85 feet	140 dwelling units per acre	4.0
>200 feet to ¼ mile	65 feet	100 dwelling units per acre	3.0
>¼ mile to ½ mile	55 feet	80 dwelling units per acre	2.5

- (b) **Qualifying transit-oriented housing development standards.** A proposed housing development project qualifies under this article only if the subject project satisfies the following project qualification standards:
- (1) **Minimum unit count and density.** The project shall include at least five dwelling units and provide a residential density of at least 30 dwelling units per acre or the minimum density required by the underlying zoning, whichever is greater.
- (2) **Average unit size.** The average unit size shall not exceed 1,750 net habitable square feet.
- (A) Net habitable square footage means finished floor area in heated habitable space with at least six and one-half feet of vertical headroom.
- (i) It includes working, living, eating, cooking, sleeping, stair, hall, service, and storage areas.
- (ii) It excludes garages, carports, parking spaces, cellars, half-stories, and unfinished attics and basements.
- (3) **Transient lodging.** No portion of the project shall be designated as a hotel, motel, bed and breakfast inn, or other transient lodging, except for:

- (A) A residential hotel; or
 - (B) Lawful resident use or marketing of a unit as short-term lodging after certificate of occupancy.
- (4) **Residential demolition and replacement housing.** A project involving residential demolition shall comply with state replacement housing law as set forth in Government Code sections 65912.157(f)–(h), 66300.5, and 66300.6, as amended.
- (5) **Affordable housing.** A project containing 11 or more units shall provide on-site affordable housing as follows:
- (A) The project shall satisfy one of the following:
 - (i) At least seven percent of total units affordable to extremely low-income households; or
 - (ii) At least 10 percent of total units affordable to very low-income households; or
 - (iii) At least 13 percent of total units affordable to lower income households.
 - (B) Affordability shall be calculated and maintained as follows:
 - (i) Total units include units used to satisfy any inclusionary housing requirement and exclude density bonus units; and
 - (ii) Affordable ownership units shall remain affordable for at least 45 years, and affordable rental units shall remain affordable for at least 55 years.
- (6) **Labor standards.** Any building over 85 feet in height shall comply with applicable state labor standards required by Government Code §§ 65912.157(k) and 65913.4(a)(8).
- (7) **Density bonus and additional concessions.** The project remains eligible for density bonus benefits under Government Code sections 65912.157(d) and 65915.
- (A) The density allowed under Table 33-1675 shall be used as the base density for calculating any density bonus.
 - (B) A project that meets the applicable density threshold in subparagraph (C) and otherwise qualifies under Government Code Section 65915 shall be eligible for the following:
 - (i) One additional concession for lower-income housing; or
 - (ii) Two additional concessions for very low-income housing; or
 - (iii) Three additional concessions for extremely low-income housing.
 - (C) For Tier 2 projects, the density thresholds for additional concessions are:

- (i) 105 dwelling units per acre within 200 feet of a Tier 2 TOD stop;
- (ii) 75 dwelling units per acre more than 200 feet but within one-quarter mile of a Tier 2 TOD stop; and
- (iii) 60 dwelling units per acre more than one-quarter mile but within one-half mile of a Tier 2 TOD stop.

(c) Frontage improvement standards.

- (1) Objective local standards applicable to the project shall apply only to the extent they do not physically preclude the height, density, residential floor area ratio, or other development standards authorized by this article.
- (2) Along each parcel frontage abutting a public right-of-way, the project shall construct, dedicate, or secure, as applicable, public improvements necessary to serve the project and complete the frontage condition, including:
 - (A) Sidewalks;
 - (B) Curb and gutter;
 - (C) Curb ramps;
 - (D) Driveway crossings;
 - (E) Pedestrian pathways and tie-ins;
 - (F) Paving and pavement transitions;
 - (G) Storm drain and drainage tie-ins;
 - (H) Utility connections;
 - (I) Street trees, streetlights, signing, striping, and traffic control improvements where required by adopted City standards;
 - (J) Utility undergrounding, relocation, or protection where required by adopted City standards; and
 - (K) Any right-of-way or easement necessary to construct, operate, and maintain required improvements.
- (3) Required frontage pedestrian improvements shall create or maintain a continuous walking path along the parcel frontage and shall connect to existing pedestrian facilities where such facilities exist.
- (4) Where existing right-of-way or access rights are insufficient to construct required public improvements, the project shall dedicate the minimum right-of-way or easement necessary and shall construct or secure construction of the required improvements in accordance with the City's Design Standards and Standard Drawings and Escondido Municipal Code Chapter 23, Article 5.
- (5) Before issuance of the first certificate of occupancy, required public improvements shall be completed and accepted by the City or secured

through a City-approved improvement agreement, development agreement, subdivision improvement agreement, bond, letter of credit, deposit, lien contract, or other lawful security mechanism approved by the City Engineer and City Attorney.

§ 33-1676. Development agreement pathway for sites lacking a qualifying walking path.

- (a) **Applicability.** A site that is not subject to this article solely because no walking path satisfying subsection (b) exists may become eligible for processing under this article through a development agreement approved by City Council pursuant to Article 58 of this chapter and Government Code sections 65864 through 65869.5.
- (b) **Qualifying walking path.** For purposes of this article, an existing or proposed route qualifies as a walking path only if all of the following are satisfied:
 - (1) The route is measured from the parcel's legal pedestrian access point, or from the parcel's abutting public frontage where that frontage provides the shortest lawful public pedestrian route, to the pedestrian access point of the applicable qualifying transit-oriented development stop.
 - (2) The route is less than one mile in length.
 - (3) The route is located entirely within public right-of-way, public property open for pedestrian travel, or a recorded public pedestrian access easement, and does not require pedestrian travel within a vehicular travel lane, bicycle lane, drainage facility, unimproved roadway shoulder or edge, railroad area, or other area that is nonpublic or not lawfully open and improved for public pedestrian travel.
 - (4) The route is legally available for pedestrian travel for its entire length.
 - (5) The route consists of a continuous accessible pedestrian path of travel lawfully available for pedestrian use, including sidewalks, pedestrian paths, shared-use paths, lawful crossings, curb ramps, blended transitions, or equivalent facilities.
 - (6) The pedestrian access route provides a continuous clear width of not less than 48 inches, exclusive of the width of any curb, except where a different width is allowed by applicable accessibility requirements or adopted City standards.
 - (7) The pedestrian access route does not exceed a running grade of five percent, except where applicable accessibility requirements allow the route to follow the grade of the adjacent street or roadway.
 - (8) The route has a firm, stable, and slip-resistant surface consistent with applicable accessibility requirements and adopted City standards.
 - (9) The route is free of missing segments, fixed barriers, obstructions, surface conditions, vertical discontinuities, or other physical constraints that materially prevent continuous pedestrian passage.

- (10) Where a crossing or transition is necessary, the route includes a lawful pedestrian crossing and required accessible transition facilities, including curb ramps, blended transitions, landings, and detectable warnings where required by applicable accessibility requirements or adopted City standards.
 - (11) Each segment of the route is constructed, open, and available for lawful public pedestrian use at the time of eligibility determination, unless eligibility is established through a development agreement pursuant to this section.
- (c) **Application.** An application under this section shall include:
- (1) Proof of legal or equitable interest in the property;
 - (2) Owner authorization, if applicable;
 - (3) A proposed development agreement;
 - (4) A project description;
 - (5) A walking path improvement plan;
 - (6) Proposed timing, phasing, funding, security, default, enforcement, and remedy provisions of required public improvements; and
 - (7) Any other information required by Article 58 of this chapter.
- (d) **Required criteria.** A development agreement under this section shall include:
- (1) A binding obligation to design, fund, construct, and secure the improvements necessary to create a walking path satisfying Section 33-1676(b);
 - (2) Identification of all required improvements, dedications, easements, access rights, utility relocations, and related measures;
 - (3) Security, default, enforcement, and remedy provisions sufficient to ensure completion and continued public availability of the required improvements;
 - (4) A requirement that improvements necessary to create the qualifying walking path be completed in accordance with applicable standards, accepted if required, and open for lawful public pedestrian use prior to issuance of the first certificate of occupancy;
 - (5) The timing and conditions for any update to the TOD Overlay Zone Map and the related parcel inventory identifying sites subject to this article, including any interim designation reflecting development-agreement-based eligibility and any final map or inventory update following completion in accordance with applicable standards, acceptance if required, and opening for lawful public pedestrian use of the qualifying walking path;
 - (6) Eligibility and term of development agreement.
 - (A) Eligibility established through the development agreement shall not apply until the development agreement is approved, effective, and recorded against the property.

- (B) Eligibility shall continue only while the applicant or property owner remains in compliance with the development agreement.
- (C) The development agreement shall include a fixed term limited to the period necessary to establish the qualifying walking path, and shall automatically expire upon the earliest of:
 - (i) Completion in accordance with applicable standards, acceptance if required, opening for lawful public pedestrian use of the qualifying walking path, and update of the TOD Overlay Zone Map and related parcel inventory identifying sites subject to this article;
 - (ii) A date certain specified in the development agreement; or
 - (iii) Termination or default under the development agreement, except for provisions that expressly survive; and
- (7) Any provision required by Article 58 of this chapter or Government Code Section 65865.2.
- (e) **Limitations.** A development agreement under this section shall not waive, reduce, or conflict with Government Code Section 65912.157 or this article, and shall not be required solely because a project is proposed on a site already subject to this article.

§ 33-1677. Phased implementation for designated historic resources.

- (a) To the extent authorized by Government Code Section 65912.161, this article shall not become operative on parcels identified on the TOD Overlay Zone Map as containing a historic resource designated on the local register as of January 1, 2025, during the period state law authorizes phased implementation for such sites.
- (b) Until this article becomes operative on a parcel subject to this section, the parcel shall be governed by the underlying zone, applicable specific plan, and other generally applicable law.

§ 33-1678. Map maintenance and administrative updates.

- (a) The City Council may identify on the TOD Overlay Zone Map or related parcel inventories parcels or sites for which the City has made findings, supported by substantial evidence, that no walking path of less than one mile exists, as authorized by Government Code Section 65912.160(e)(1).
- (b) The Development Services Director, or designee, shall maintain the TOD Overlay Zone Map and related parcel inventories in current parcel-based format.
- (c) The Development Services Director, or designee, may make ministerial, nondiscretionary updates to the TOD Overlay Zone Map and related parcel inventories to reflect:

- (1) Publication, revision, correction, finalization, replacement, or succession of the applicable metropolitan planning organization map, dataset, methodology, or tool;
 - (2) Clerical corrections;
 - (3) Parcel changes;
 - (4) A determination under Section 33-1673 that a parcel or site satisfies the walking path requirement of this article, subject to any applicable phased implementation under Section 33-1677;
 - (5) A City Council finding or action under subsection (a);
 - (6) Approval, effectiveness, and recordation of a development agreement under Section 33-1676;
 - (7) The timing and conditions for map or inventory updates specified in a development agreement approved under Section 33-1676;
 - (8) Completion in accordance with applicable standards, acceptance if required, and opening for lawful public pedestrian use of improvements required by a development agreement under Section 33-1676;
 - (9) Loss of eligibility due to expiration, termination, default, or noncompliance with a development agreement under Section 33-1676; and
 - (10) Expiration of phased implementation under Section 33-1677.
- (d) Administrative updates under this section shall not amend the development standards established by this article.

§ 33-1679. Application review.

- (a) The Development Services Director, or designee, shall maintain application checklists for projects seeking approval under this article.
- (b) In reviewing an application under this article, the Development Services Director, or designee, shall determine:
 - (1) Whether the site is subject to this article under Section 33-1673;
 - (2) The applicable distance band under Section 33-1675;
 - (3) Whether the proposed project qualifies as a qualifying transit-oriented housing development;
 - (4) Whether the project qualifies for streamlined ministerial approval under Government Code Section 65912.159(a), including where site eligibility has been established through a development agreement under Section 33-1676;
 - (5) Whether the project is subject to phased implementation under Section 33-1677;
 - (6) Whether eligibility depends on, or has been established through, a development agreement under Section 33-1676;

- (7) Which objective local standards, public improvements, infrastructure requirements, and utility requirements apply under Sections 33-1675 and 33-1676; and
- (8) Whether any local standard conflicts with, or is preempted by, Government Code Section 65912.157 or other applicable law.

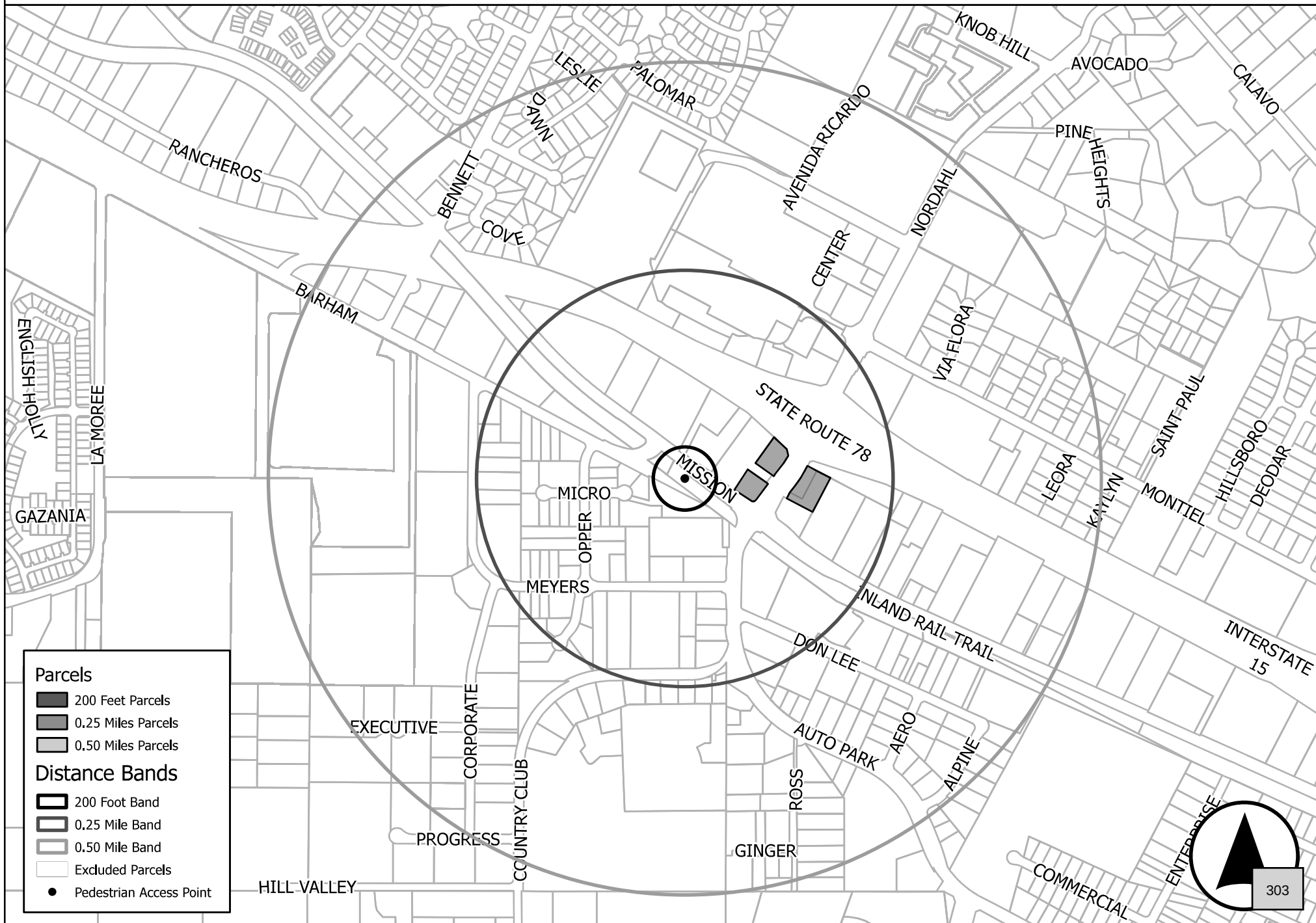
§ 33-1680. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this article.

TOD Overlay Zone Map - Escondido Transit Center



TOD Overlay Zone Map - Nordahl Road Station



Qualifying Parcel Inventory | Escondido Transit Center | 200 feet

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (140 x acreage)	Difference
2320906200	0 N Spruce St, Escondido, CA, 92025	8.59	S-P	SPA 9	0	1202.6	1202.6
2321001900	750 W Grand Ave, Escondido, CA, 92025	1.98	S-P	SPA 9	198	277.2	79.2
2321102100	800 W Valley Pkwy, Escondido, CA, 92025-2557	1.88	S-P	SPA 9	0	263.2	263.2
3 parcels		12.45			198	1743	1545

Qualifying Parcel Inventory | Escondido Transit Center | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
2321701800	945 W Valley Pkwy, Escondido, CA, 92025-2539	1.49	C-G	GC	0.00	149.00	149.00
2321503500	100 La Terraza Blvd, Escondido, CA, 92025-3860	0.85	PD-C	PC	0.00	85.00	85.00
2321503600	150 La Terraza Blvd, Escondido, CA, 92025-3877	0.91	PD-C	PC	0.00	91.00	91.00
2321700400	0 Tulip St, Escondido, CA, 92025	0.57	R-1-10	S	1.88	57.00	55.12
2321702600*	101 S Tulip St, Escondido, CA, 92025-3927	0.50	R-1-10	S	1.65	49.89	48.24
2321700500	121 N Tulip St, Escondido, CA, 92025-2542	1.08	R-1-10	S	3.57	108.27	104.70
2322310200	123 S Tulip St, Escondido, CA, 92025-3927	0.20	R-1-10	S	0.66	19.98	19.32
2322310300	135 S Tulip St, Escondido, CA, 92025-3927	0.21	R-1-10	S	0.69	20.84	20.16
2322321100	155 S Tulip St, Escondido, CA, 92025-3975	0.20	R-1-10	S	0.65	19.76	19.11
2322321000	167 S Tulip St, Escondido, CA, 92025-3975	0.20	R-1-10	S	0.67	20.29	19.62
2321702500	901 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.81	24.69	23.88
2321702400	913 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.13	24.30
2321702700	922 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.19	24.36
2321702300	935 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.11	24.28
2321702200	947 Brenna Hills Pl, Escondido, CA, 92025-3943	0.24	R-1-10	S	0.80	24.15	23.35
2321702800	954 Brenna Hills Pl, Escondido, CA, 92025-3943	0.24	R-1-10	S	0.80	24.27	23.47
2321702900	960 Brenna Hills Pl, Escondido, CA, 92025-3943	0.23	R-1-10	S	0.76	23.16	22.40
2321702100	971 Brenna Hills Pl, Escondido, CA, 92025-3943	0.23	R-1-10	S	0.77	23.20	22.44
2321703000	988 Brenna Hills Pl, Escondido, CA, 92025-3943	0.37	R-1-10	S	1.23	37.36	36.12
2321702000	993 Brenna Hills Pl, Escondido, CA, 92025-3943	0.36	R-1-10	S	1.19	35.98	34.79
2320903200	0 Spruce St, Escondido, CA, 92025	0.25	S-P	SPA 9	24.78	24.78	0.00
2321312800	1000 W Valley Pkwy, Escondido, CA, 92025-2558	1.67	S-P	SPA 9	0.00	167.00	167.00
2294011800	150 N Quince St, Escondido, CA, 92025-2584	0.46	S-P	SPA 9	46.08	46.08	0.00
2321000800	201 N Quince St, Escondido, CA, 92025	3.04	S-P	SPA 9	304.00	304.00	0.00
2293311000	220 N Quince St, Escondido, CA, 92025-2518	1.45	S-P	SPA 9	145.00	145.00	0.00
2293311600	520 W Valley Pkwy, Escondido, CA, 92025-2516	2.6	S-P	SPA 9	260.00	260.00	0.00
2294011700	523 W Valley Pkwy, Escondido, CA, 92025-2510	0.47	S-P	SPA 9	47.30	47.30	0.00
2294011500	540 W Grand Ave, Escondido, CA, 92025-2502	0.49	S-P	SPA 9	48.77	48.77	0.00
2330222600	555 W Grand Ave, Escondido, CA, 92025-2501	0.49	S-P	SPA 9	49.30	49.30	0.00
2294011400	562 W Grand Ave, Escondido, CA, 92025-2502	0.16	S-P	SPA 9	15.51	15.51	0.00
2321002000	613 W Valley Pkwy, Escondido, CA, 92025-2552	1.25	S-P	SPA 9	125.00	125.00	0.00
2330211900	629 W Grand Ave, Escondido, CA, 92025-2503	0.22	S-P	SPA 9	22.12	22.12	0.00
2321002100	638 W Grand Ave, Escondido, CA, 92025-7902	1.48	S-P	SPA 9	148.00	148.00	0.00
2330210100	665 W Grand Ave, Escondido, CA, 92025	0.64	S-P	SPA 9	64.00	64.00	0.00
2330211500	698 W 2nd Ave, Escondido, CA 92025	0.07	S-P	SPA 9	7.31	7.31	0.00
2331002200	698 W 2nd Ave, Escondido, CA 92025	0.09	S-P	SPA 9	8.70	8.70	0.00

Qualifying Parcel Inventory | Escondido Transit Center | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
7602464600	700 W Grand Ave, Escondido, CA, 92025-2506	2.59	S-P	SPA 9	259.24	259.24	0.00
2321001000	798 W Valley Pkwy, Escondido, CA 92025	0.07	S-P	SPA 9	6.82	6.82	0.00
2321001400	798 W Valley Pkwy, Escondido, CA 92025	0.11	S-P	SPA 9	10.62	10.62	0.00
2321001100	798 W Valley Pkwy, Escondido, CA 92025	3.42	S-P	SPA 9	342.00	342.00	0.00
2321101700	800 W Grand Ave, Escondido, CA, 92025-2562	1.04	S-P	SPA 9	104.00	104.00	0.00
2323601900	810 W Valley Pkwy, Escondido, CA, 92025-2537	6.21	S-P	SPA 9	0.00	621.00	621.00
2323601800	860 W Valley Pkwy, Escondido, CA, 92025-2534	0.89	S-P	SPA 9	0.00	89.00	89.00
2321313000	960 W Valley Pkwy, Escondido, CA, 92025-2554	0.91	S-P	SPA 9	0.00	91.00	91.00
2321312900	970 W Valley Pkwy, Escondido, CA, 92025-2554	0.44	S-P	SPA 9	0.00	44.49	44.49
2322320900	163 S Tulip St, Escondido, CA, 92025-3975	0.16	R-1-7	U1	0.85	15.50	14.65
2322320800	183 S Tulip St, Escondido, CA, 92025-3975	0.15	R-1-7	U1	0.84	15.27	14.43
2322200800	802 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.83	15.24	13.41
2322200700	810 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.74	14.53	12.79
2322200600	818 W 3rd Ave, Escondido, CA, 92025-3909	0.17	R-2-12	U2	2.05	17.07	15.02
2322200500	826 W 3rd Ave, Escondido, CA, 92025-3909	0.14	R-2-12	U2	1.74	14.49	12.75
2322200400	830 W 3rd Ave, Escondido, CA, 92025	0.15	R-2-12	U2	1.79	14.95	13.16
2322200300	838 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.76	14.68	12.91
2322200200	846 W 3rd Ave, Escondido, CA, 92025-3909	0.16	R-2-12	U2	1.87	15.61	13.74
2322200100	854 W 3rd Ave, Escondido, CA, 92025-3909	0.14	R-2-12	U2	1.71	14.29	12.57
2322201600	857 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.74	14.54	12.80
2322202401	101 S Spruce St, Escondido, CA, 92025-4058	3.59	R-3-18	U3	64.70	359.47	294.76
2321102000	116 N Tulip St, Escondido, CA, 92025-2543	0.15	R-3-18	U3	2.61	14.51	11.89
2322201700	136 S Tulip St, Escondido, CA, 92025-3981	0.46	R-3-18	U3	8.25	45.85	37.60
2321100600	856 W Grand Ave, Escondido, CA, 92025-2508	0.29	R-3-18	U3	5.28	29.36	24.08
60 parcels		45.56			2155.96	4555.63	2399.67

* = on Local Historic Register, subject to Phased Implementation

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2292711900	503 W Washington Ave, Escondido, CA, 92025-1628	0.53	C-G	GC	0.00	42.40	42.40
2291713100	506 W Washington Ave, Escondido, CA, 92025-1629	0.63	C-G	GC	0.00	50.40	50.40
2292712600	507 W Washington Ave, Escondido, CA, 92025-1628	0.68	C-G	GC	0.00	54.40	54.40
2292712700	515 W Washington Ave, Escondido, CA, 92025	1.15	C-G	GC	0.00	92.00	92.00
2291710400	518 W Washington Ave, Escondido, CA, 92025-1629	0.8	C-G	GC	0.00	64.00	64.00
2291713400	528 W Washington Ave, Escondido, CA, 92025-1629	1	C-G	GC	0.00	80.00	80.00
2292712500	555 N Centre City Pkwy, Escondido, CA, 92025-2517	1.53	C-G	GC	0.00	122.40	122.40
2291713300	660 N Quince St, Escondido, CA, 92025-1653	3.81	C-G	GC	0.00	304.80	304.80
2282707700	635 W Mission Ave, Escondido, CA, 92025-1610	7.06	C-G/M-1	PC	0.00	564.80	564.80
2282707300	0 Quince St, Escondido, CA, 92025	0.5	M-1	PC	0.00	40.00	40.00
2282707200	0 Quince St, Escondido, CA, 92025	4.06	M-1	PC	0.00	324.80	324.80
2282708700	800 W Washington Ave, Escondido, CA, 92025-1635	0.88	M-1	PC	0.00	70.40	70.40
2322405200	0 Auto Park Way, Escondido, CA, 92029	0.19	PD-C	PC	0.00	15.55	15.55
2321507300	0 La Terraza Blvd, Escondido, CA, 92025	0.02	PD-C	PC	0.00	1.20	1.20
2321507200	0 La Terraza Blvd, Escondido, CA, 92025	0.14	PD-C	PC	0.00	10.86	10.86
2321507400	0 La Terraza Blvd, Escondido, CA, 92025	0.24	PD-C	PC	0.00	19.52	19.52
2321506900	0 La Terraza Blvd, Escondido, CA, 92025	0.58	PD-C	PC	0.00	46.63	46.63
2321504400	0 La Terraza Blvd, Escondido, CA, 92025	0.86	PD-C	PC	0.00	68.80	68.80
2321504000	1101 W Valley Pkwy, Escondido, CA, 92025-2555	0.75	PD-C	PC	0.00	60.00	60.00
2321504100	1105 W Valley Pkwy, Escondido, CA, 92025-2555	0.72	PD-C	PC	0.00	57.60	57.60
2321504200	1107 W Valley Pkwy, Escondido, CA, 92025-2555	1.3	PD-C	PC	0.00	104.00	104.00
2321504300	1109 W Valley Pkwy, Escondido, CA, 92025-2555	1.91	PD-C	PC	0.00	152.80	152.80
2322407300	1280 Auto Park Way, Escondido, CA, 92029-2231	7.69	PD-C	PC	0.00	615.20	615.20
2322405300	1290 Auto Park Way, Escondido, CA, 92029-2232	0.22	PD-C	PC	0.00	17.39	17.39
2321503000	170 La Terraza Blvd, Escondido, CA, 92025-3860	4.81	PD-C	PC	0.00	384.80	384.80
2321505900	200 La Terraza Blvd, Escondido, CA, 92027	1.68	PD-C	PC	0.00	134.40	134.40
2321507100	300 La Terraza Blvd, Escondido, CA, 92025	1.6	PD-C	PC	0.00	128.00	128.00
2321507000	400 La Terraza Blvd, Escondido, CA, 92025-3838	1.94	PD-C	PC	0.00	155.20	155.20
2321505600	500 La Terraza Blvd, Escondido, CA, 92025-3875	3.65	PD-C	PC	0.00	292.00	292.00
2321505700	600 La Terraza Blvd, Escondido, CA, 92025-3873	1.78	PD-C	PC	0.00	142.40	142.40
2321505500	700 La Terraza Blvd, Escondido, CA, 92025-3865	1.46	PD-C	PC	0.00	116.80	116.80
2322811800	225 S Tulip St, Escondido, CA, 92025-3929	0.28	R-1-7	U1	1.53	22.23	20.71
2322811000	245 S Tulip St, Escondido, CA, 92025-3929	0.13	R-1-7	U1	0.71	10.35	9.64
2322820900	301 S Tulip St, Escondido, CA, 92025-3930	0.26	R-1-7	U1	1.44	21.01	19.56
2322822500	323 S Tulip St, Escondido, CA, 92025-3930	0.23	R-1-7	U1	1.25	18.13	16.89
2322821100	337 S Tulip St, Escondido, CA, 92025-3930	0.20	R-1-7	U1	1.12	16.30	15.18
2322821200	345 S Tulip St, Escondido, CA, 92025-3930	0.14	R-1-7	U1	0.78	11.32	10.54

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APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2322831300*	409 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	0.70	10.13	9.43
2322831400	423 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	0.74	10.70	9.96
2323310100	431 S Tulip St, Escondido, CA, 92025-3932	0.15	R-1-7	U1	0.82	11.98	11.16
2323331800	505 S Tulip St, Escondido, CA, 92025-3934	0.14	R-1-7	U1	0.79	11.45	10.66
2323332100	543 S Tulip St, Escondido, CA, 92025-3934	0.47	R-1-7	U1	2.61	37.91	35.30
2323331000	601 S Tulip St, Escondido, CA, 92025-3936	0.23	R-1-7	U1	1.27	18.50	17.23
2323203200	606 S Tulip St, Escondido, CA, 92025-3937	0.21	R-1-7	U1	1.14	16.61	15.47
2323203300	608 S Tulip St, Escondido, CA, 92025-3937	0.20	R-1-7	U1	1.09	15.92	14.83
2322331500	903 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.80	11.64	10.84
2322831100	905 W 4th Ave, Escondido, CA, 92025	0.13	R-1-7	U1	0.73	10.57	9.85
2323310200	906 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.00	11.18
2323331900	911 5th Ave, Escondido, CA, 92025-3916	0.15	R-1-7	U1	0.80	11.62	10.82
2323310300	918 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.89	12.88	11.99
2323332000	921 W 5th Ave, Escondido, CA, 92025-3916	0.15	R-1-7	U1	0.82	11.95	11.13
2322831000	927 W 4th Ave, Escondido, CA, 92025-3912	0.15	R-1-7	U1	0.82	11.97	11.15
2322821300	934 W 4th Ave, Escondido, CA, 92025-3913	0.16	R-1-7	U1	0.87	12.61	11.75
2322901000	0 Tulip St, Escondido, CA, 92025	0.42	R-2-12	U2	5.09	33.91	28.82
2322900800	308 S Tulip St, Escondido, CA, 92025-3931	0.25	R-2-12	U2	3.05	20.36	17.31
2322900900*	312 S Tulip St, Escondido, CA, 92025-3931	0.43	R-2-12	U2	5.21	34.75	29.53
2322901100	404 S Tulip St, Escondido, CA, 92025	0.43	R-2-12	U2	5.17	34.44	29.28
2322901200	408 S Tulip St, Escondido, CA, 92025	0.30	R-2-12	U2	3.63	24.20	20.57
2322901300	412 S Tulip St, Escondido, CA, 92025-3933	0.15	R-2-12	U2	1.74	11.63	9.89
2322902000	414 S Tulip St, Escondido, CA, 92025-3933	0.18	R-2-12	U2	2.15	14.35	12.19
2322902100	416 S Tulip St, Escondido, CA, 92025-3933	0.15	R-2-12	U2	1.81	12.10	10.28
2322902700*	449 S Spruce St, Escondido, CA, 92025-4049	0.20	R-2-12	U2	2.38	15.88	13.50
2323202700	502 S Tulip St, Escondido, CA, 92025	0.31	R-2-12	U2	3.77	25.12	21.35
2323202800	516 S Tulip St, Escondido, CA, 92025	0.17	R-2-12	U2	2.00	13.34	11.34
2323202200	536 S Tulip St, Escondido, CA, 92025	0.28	R-2-12	U2	3.32	22.15	18.83
2322902400	803 W 3rd Ave, Escondido, CA, 92025-3952	0.23	R-2-12	U2	2.72	18.14	15.42
2322900300	825 W 3rd Ave, Escondido, CA, 92025-3900	0.18	R-2-12	U2	2.12	14.12	12.00
2322900400	835 W 3rd Ave, Escondido, CA, 92025-3908	0.10	R-2-12	U2	1.25	8.35	7.10
2322901700	836 W 5th Ave, Escondido, CA, 92025-3915	0.17	R-2-12	U2	1.99	13.29	11.30
2322900500	845 W 3rd Ave, Escondido, CA, 92025-3908	0.13	R-2-12	U2	1.60	10.70	9.09
2322900600	853 W 3rd Ave, Escondido, CA, 92025-3908	0.12	R-2-12	U2	1.47	9.78	8.31
2322901600	854 W 5th Ave, Escondido, CA, 92025	0.18	R-2-12	U2	2.21	14.71	12.50
2322900700	861 W 3rd Ave, Escondido, CA, 92025-3908	0.12	R-2-12	U2	1.49	9.92	8.43
2322902200	399 S Spruce St, Escondido, CA 92025	0.53	R-2-12	P	6.41	42.71	36.30

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APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2322902500	449 S Spruce St, Escondido, CA 92025	1.17	R-2-12	P	14.04	93.6	79.56
2332110400	505 W 5th Ave, Escondido, CA, 92025-4003	0.46	S-P	SPA 15	0.00	36.83	36.83
2331311400	510 W 5th Ave, Escondido, CA, 92025-4004	0.38	S-P	SPA 15	0.00	30.15	30.15
2330222200	0 2nd Ave, Escondido, CA, 92025	0.07	S-P	SPA 9	7.03	7.03	0.00
2330222400	0 2nd Ave, Escondido, CA, 92025	0.08	S-P	SPA 9	8.49	8.49	0.00
2330421400	0 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.47	12.47
2330421500	0 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.88	12.88
2330421600	0 2nd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	0.00	13.48	13.48
2330321100	0 3rd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	16.16	16.16	0.00
2330321200	0 3rd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.62	16.62	0.00
2330321000	0 3rd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.85	16.85	0.00
2294020600	0 Centre City Pkwy, Escondido, CA, 92025	0.18	S-P	SPA 9	0.00	14.68	14.68
2294020900	0 Centre City Pkwy, Escondido, CA, 92025	0.26	S-P	SPA 9	0.00	20.97	20.97
2294020800	0 Centre City Pkwy, Escondido, CA, 92025	0.33	S-P	SPA 9	0.00	26.73	26.73
2294021000	0 Centre City Pkwy, Escondido, CA, 92025	0.96	S-P	SPA 9	0.00	76.80	76.80
2330520600	0 Escondido Blvd, Escondido, CA, 92025	0.09	S-P	SPA 9	0.00	7.42	7.42
2293324800	0 N Escondido Blvd, Escondido, CA, 92025	8.15	S-P	SPA 9	0.00	652.00	652.00
2321313300	0 Valley Pkwy, Escondido, CA, 92025	0.64	S-P	SPA 9	0.00	51.20	51.20
2330421100	0 W 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.63	12.63
2330610100	100 S Escondido Blvd, Escondido, CA, 92025-4115	0.16	S-P	SPA 9	0.00	13.16	13.16
2321312700	1004 W Valley Pkwy, Escondido, CA, 92025-2558	3.14	S-P	SPA 9	0.00	251.20	251.20
2330411600	105 S Orange St, Escondido, CA, 92025-4124	0.16	S-P	SPA 9	0.00	12.66	12.66
2321313200	1050 W Valley Pkwy, Escondido, CA, 92025-2558	0.75	S-P	SPA 9	0.00	60.00	60.00
2321313100	1122 W Valley Pkwy, Escondido, CA, 92025-2559	0.7	S-P	SPA 9	0.00	56.00	56.00
2321312600	1138 W Valley Pkwy, Escondido, CA, 92025-2559	2.3	S-P	SPA 9	0.00	184.00	184.00
2321313400	1142 W Valley Pkwy, Escondido, CA, 92025-2556	0.69	S-P	SPA 9	0.00	55.20	55.20
2330410900	129 S Orange St, Escondido, CA, 92025-4124	0.08	S-P	SPA 9	0.00	6.00	6.00
2330420900	131 S Escondido Blvd, Escondido, CA, 92025-4114	0.05	S-P	SPA 9	0.00	3.77	3.77
2330421000	137 S Escondido Blvd, Escondido, CA, 92025-4114	0.26	S-P	SPA 9	0.00	20.96	20.96
2294122600	140 N Escondido Blvd, Escondido, CA, 92025-2610	0.54	S-P	SPA 9	0.00	43.20	43.20
2294112600	145 N Escondido Blvd, Escondido, CA, 92025-2609	0.56	S-P	SPA 9	0.00	44.80	44.80
2330411800	145 S Orange St, Escondido, CA, 92025-4124	0.31	S-P	SPA 9	0.00	24.82	24.82
2294020700	150 Centre City Pkwy, Escondido, CA, 92025-2640	0.18	S-P	SPA 9	0.00	14.50	14.50
2330612400	150 S Escondido Blvd, Escondido, CA, 92025-4115	0.39	S-P	SPA 9	0.00	31.57	31.57
2330320800	201 S Pine St, Escondido, CA, 92025-4018	0.14	S-P	SPA 9	13.62	13.62	0.00
2330521500	209 S Escondido Blvd, Escondido, CA, 92025-4116	0.22	S-P	SPA 9	0.00	17.43	17.43
2330510901	211 S Orange St, Escondido, CA, 92025-4164	0.22	S-P	SPA 9	22.07	22.07	0.00

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APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2330511801	213 Royal Gln, Escondido, CA, 92025-4185	1.14	S-P	SPA 9	114.20	114.20	0.00
2330511601	214 Antoni Gln, Escondido, CA, 92025-4187	0.18	S-P	SPA 9	17.98	17.98	0.00
2330511501	218 Antoni Gln, Escondido, CA, 92025-4179	0.61	S-P	SPA 9	61.22	61.22	0.00
2330320100	218 S Quince St, Escondido, CA, 92025	0.20	S-P	SPA 9	20.42	20.42	0.00
2330321900	235 S Pine St, Escondido, CA, 92025-4018	0.14	S-P	SPA 9	14.28	14.28	0.00
2331410400	235 W 3rd Ave, Escondido, CA, 92025-4108	0.17	S-P	SPA 9	16.76	16.76	0.00
2330321800	246 S Quince St, Escondido, CA, 92025-4045	0.16	S-P	SPA 9	16.09	16.09	0.00
2330610200	255 W Grand Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.81	12.81
2294121100	260 W Grand Ave, Escondido, CA, 92025-2604	0.16	S-P	SPA 9	0.00	12.50	12.50
2294121200	260 W Grand Ave, Escondido, CA, 92025-2604	0.34	S-P	SPA 9	0.00	26.93	26.93
2294111600	300 W Grand Ave, Escondido, CA, 92025-2659	0.49	S-P	SPA 9	0.00	39.10	39.10
2292721700	300 Zukor Gln, Escondido, CA, 92025	0.26	S-P	SPA 9	26.15	26.15	0.00
2330420800	303 W Grand Ave, Escondido, CA, 92025-2605	0.39	S-P	SPA 9	0.00	30.89	30.89
2331210200	310 S Quince St, Escondido, CA, 92025-4047	2.75	S-P	SPA 9	275.00	275.00	0.00
2293324300	310 Valley Pkwy, Escondido, CA, 92025-2635	0.82	S-P	SPA 9	0.00	65.60	65.60
2330521400	310 W 3rd Ave, Escondido, CA, 92025-4111	1.29	S-P	SPA 9	129.00	129.00	0.00
2330511001	313 S Orange St, Escondido, CA, 92025-4166	0.15	S-P	SPA 9	15.25	15.25	0.00
2330511101	315 S Royal Gln, Escondido, CA, 92025-4173	0.16	S-P	SPA 9	16.27	16.27	0.00
2292721000	315 W Washington Ave, Escondido, CA, 92025-2618	2.12	S-P	SPA 9	212.00	212.00	0.00
2330511301	316 Antoni Gln, Escondido, CA, 92025-4177	0.12	S-P	SPA 9	12.12	12.12	0.00
2330511401	317 Antoni Gln, Escondido, CA, 92025-4181	0.43	S-P	SPA 9	42.94	42.94	0.00
2292722000	319 Parallel Gln, Escondido, CA, 92025	0.39	S-P	SPA 9	38.68	38.68	0.00
2330420700	323 W Grand Ave, Escondido, CA, 92025-2605	0.08	S-P	SPA 9	0.00	6.52	6.52
2330421200	326 W 2nd Ave, Escondido, CA, 92025-4127	0.16	S-P	SPA 9	0.00	13.19	13.19
2294110900	326 W Grand Ave, Escondido, CA, 92025	0.09	S-P	SPA 9	0.00	6.90	6.90
2330421700	329 W Grand Ave, Escondido, CA, 92025-2605	0.16	S-P	SPA 9	0.00	12.96	12.96
2330420400	333 W Grand Ave, Escondido, CA, 92025-2605	0.07	S-P	SPA 9	0.00	5.94	5.94
2330421300	336 W 2nd Ave, Escondido, CA, 92025-4127	0.16	S-P	SPA 9	0.00	12.78	12.78
2293324500	338 W Valley Pky, Escondido, CA, 92025	4.58	S-P	SPA 9	0.00	366.40	366.40
2293324400	338 W Valley Pwy, Escondido, CA, 92025-2635	1.92	S-P	SPA 9	0.00	153.60	153.60
2330520400	339 W 2nd Ave, Escondido, CA, 92025-4105	0.17	S-P	SPA 9	0.00	13.45	13.45
2330521300	339 W 2nd Ave, Escondido, CA, 92025-4105	0.33	S-P	SPA 9	0.00	26.59	26.59
2294112500	340 W Grand Ave, Escondido, CA, 92025-2606	0.33	S-P	SPA 9	0.00	26.06	26.06
2330520300	341 W 2nd Ave, Escondido, CA, 92025-4105	0.16	S-P	SPA 9	0.00	13.09	13.09
2331410300*	343 W 3rd Ave, Escondido, CA, 92025-4110	0.16	S-P	SPA 9	16.04	16.04	0.00
2330420200	345 W Grand Ave, Escondido, CA, 92025-2605	0.08	S-P	SPA 9	0.00	6.31	6.31
2330420300	345 W Grand Ave, Escondido, CA, 92025-2605	0.16	S-P	SPA 9	0.00	12.99	12.99

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APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2331410200	351 W 3rd Ave, Escondido, CA, 92025-4110	0.17	S-P	SPA 9	16.66	16.66	0.00
2331410900	354 W 4th Ave, Escondido, CA, 92025-4130	0.15	S-P	SPA 9	15.10	15.10	0.00
2293325200	355 N Escondido Blvd, Escondido, CA, 92025-2624	0.16	S-P	SPA 9	0.00	12.52	12.52
2330420100	355 W Grand Ave, Escondido, CA, 92025-2649	0.32	S-P	SPA 9	0.00	25.92	25.92
2294112700	355 W Valley Pkwy, Escondido, CA, 92025-2814	0.71	S-P	SPA 9	0.00	56.80	56.80
2331410800	358 W 4th Ave, Escondido, CA, 92025-4130	0.16	S-P	SPA 9	16.06	16.06	0.00
2294111400	360 W Grand Ave, Escondido, CA, 92025-2606	0.08	S-P	SPA 9	0.00	6.70	6.70
2294111300	360 W Grand Ave, Escondido, CA, 92025-2606	0.09	S-P	SPA 9	0.00	7.00	7.00
2294111500	360 W Grand Ave, Escondido, CA, 92025-2606	0.23	S-P	SPA 9	0.00	18.38	18.38
2331410100	361 W 3rd Ave, Escondido, CA, 92025-4110	0.17	S-P	SPA 9	16.73	16.73	0.00
2330521600	365 W 2nd Ave, Escondido, CA, 92025-4135	0.33	S-P	SPA 9	0.00	26.73	26.73
2293325600	385 N Escondido Blvd, Escondido, CA, 92025-2624	0.41	S-P	SPA 9	0.00	33.01	33.01
2293325100	389 N Escondido Blvd, Escondido, CA, 92025-2624	0.13	S-P	SPA 9	0.00	10.44	10.44
2293324200	390 W Valley Pkwy, Escondido, CA, 92025-2635	0.22	S-P	SPA 9	0.00	17.68	17.68
2293325500	395 N Escondido Blvd, Escondido, CA, 92025-2624	0.63	S-P	SPA 9	0.00	50.40	50.40
2331320600	401 W 4th Ave, Escondido, CA, 92025-4131	0.15	S-P	SPA 9	15.50	15.50	0.00
2293324600	403 N Escondido Blvd, Escondido, CA, 92025	0.35	S-P	SPA 9	0.00	27.73	27.73
2331220700	404 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2293325400	405 N Escondido Blvd, Escondido, CA, 92025-2625	0.6	S-P	SPA 9	0.00	48.00	48.00
2330510401	405 W 2nd Ave, Escondido, CA, 92025-4157	0.58	S-P	SPA 9	58.42	58.42	0.00
2331220800	408 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2331320500*	409 W 4th Ave, Escondido, CA, 92025-4131	0.17	S-P	SPA 9	17.09	17.09	0.00
2330411200	412 W 2nd Ave, Escondido, CA, 92025-4128	0.16	S-P	SPA 9	0.00	12.95	12.95
2330410600	413 W Grand Ave, Escondido, CA, 92025-2607	0.08	S-P	SPA 9	0.00	6.31	6.31
2293325300	415 N Escondido Blvd, Escondido, CA, 92025-2625	0.8	S-P	SPA 9	0.00	64.00	64.00
2331220900	416 W 4th Ave, Escondido, CA, 92025-4145	0.16	S-P	SPA 9	16.04	16.04	0.00
2330410500	417 W Grand Ave, Escondido, CA, 92025	0.08	S-P	SPA 9	0.00	6.72	6.72
2331320400	419 W 4th Ave, Escondido, CA, 92025-4139	0.17	S-P	SPA 9	16.84	16.84	0.00
2291724600	420 W Washington Ave, Escondido, CA, 92025-2621	0.28	S-P	SPA 9	28.23	28.23	0.00
2330411700	421 W Grand Ave, Escondido, CA, 92025-2607	0.16	S-P	SPA 9	0.00	13.10	13.10
2331221000	424 W 4th Ave, Escondido, CA, 92025-4144	0.16	S-P	SPA 9	16.04	16.04	0.00
2330411900	426 W 2nd Ave, Escondido, CA, 92025-4149	0.48	S-P	SPA 9	0.00	38.05	38.05
2293325000	427 N Escondido Blvd, Escondido, CA, 92025-2625	0.11	S-P	SPA 9	11.02	11.02	0.00
2331321400	427 W 4th Ave, Escondido, CA, 92025-5046	0.34	S-P	SPA 9	33.68	33.68	0.00
2330410201	431 W Grand Ave, Escondido, CA, 92025-2607	0.23	S-P	SPA 9	0.00	18.30	18.30
2331321300	434 W 5th Ave, Escondido, CA, 92025-4829	0.50	S-P	SPA 9	49.56	49.56	0.00
2330410100	437 W Grand Ave, Escondido, CA, 92025-2607	0.09	S-P	SPA 9	0.00	7.51	7.51

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2331221100	438 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2292721600	439 W Washington Ave, Escondido, CA, 92025-2627	4.46	S-P	SPA 9	446.00	446.00	0.00
2331320100*	443 W 4th Ave, Escondido, CA, 92025-4131	0.13	S-P	SPA 9	13.16	13.16	0.00
2331221200	444 W 4th Ave, Escondido, CA, 92025-4103	0.15	S-P	SPA 9	15.41	15.41	0.00
2293324900	445 N Escondido Blvd, Escondido, CA, 92025-2625	0.10	S-P	SPA 9	10.50	10.50	0.00
2292721900	463 Theta Gln, Escondido, CA, 92025	0.92	S-P	SPA 9	92.00	92.00	0.00
2292721800	485 Escondido Blvd, Escondido, CA, 92025	0.71	S-P	SPA 9	71.00	71.00	0.00
2292722300	486 Meander Gln, Escondido, CA, 92025-2566	0.52	S-P	SPA 9	52.00	52.00	0.00
2330220700	503 W Grand Ave, Escondido, CA, 92025-2501	0.27	S-P	SPA 9	27.36	27.36	0.00
2330320700	509 W 2nd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.56	16.56	0.00
2330220800	510 W 2nd Ave, Escondido, CA, 92025	0.15	S-P	SPA 9	15.18	15.18	0.00
2293311700	510 W Valley Pkwy, Escondido, CA, 92025-2511	0.9	S-P	SPA 9	90.00	90.00	0.00
2294010300	511 W Valley Pkwy, Escondido, CA, 92025-2510	0.15	S-P	SPA 9	15.22	15.22	0.00
2292722400	515 Meander Gln, Escondido, CA, 92025-2509	0.15	S-P	SPA 9	14.99	14.99	0.00
7602464400	515 Meander Gln, Escondido, CA, 92025-2509	0.98	S-P	SPA 9	97.55	97.55	0.00
2294010200	515 W Valley Pkwy, Escondido, CA, 92025-2510	0.16	S-P	SPA 9	15.70	15.70	0.00
2330220900	518 W 2nd Ave, Escondido, CA, 92025-4002	0.16	S-P	SPA 9	16.04	16.04	0.00
2292722200	520 Meander Gln, Escondido, CA, 92025	0.52	S-P	SPA 9	52.00	52.00	0.00
2294011600	520 W Grand Ave, Escondido, CA, 92025-2502	0.50	S-P	SPA 9	50.48	50.48	0.00
2330221000	522 W 2nd Ave, Escondido, CA, 92025-4001	0.14	S-P	SPA 9	14.15	14.15	0.00
2330220600	525 W Grand Ave, Escondido, CA, 92025-2501	0.16	S-P	SPA 9	16.07	16.07	0.00
2330322100	527 W 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	15.64	15.64	0.00
2330322000	529 W 2nd Ave, Escondido, CA, 92025	0.8	S-P	SPA 9	80.00	80.00	0.00
2330222000	530 W 2nd Ave, Escondido, CA, 92025-4019	0.15	S-P	SPA 9	15.24	15.24	0.00
2330220500	535 W Grand Ave, Escondido, CA, 92025-2501	0.16	S-P	SPA 9	16.07	16.07	0.00
2330221600	539 W Grand Ave, Escondido, CA, 92025-2501	0.08	S-P	SPA 9	8.03	8.03	0.00
2330220300	541 W Grand Ave, Escondido, CA, 92025-2501	0.08	S-P	SPA 9	8.03	8.03	0.00
2330221700	542 W 2nd Ave, Escondido, CA, 92025-4002	0.08	S-P	SPA 9	7.79	7.79	0.00
2330321300	542 W 3rd Ave, Escondido, CA, 92025-4033	0.13	S-P	SPA 9	13.15	13.15	0.00
2330321400	542 W 3rd Ave, Escondido, CA, 92025-4033	0.21	S-P	SPA 9	20.62	20.62	0.00
2330321700	550 W 3rd Ave, Escondido, CA, 92025-4033	0.17	S-P	SPA 9	17.18	17.18	0.00
2291724500	610 N Centre City Pkwy, Escondido, CA, 92025	3.44	S-P	SPA 9	344.00	344.00	0.00
217 parcels		136.32			3304.62	11546.70	8242.08

* = on Local Historic Register, subject to Phased Implementation

Qualifying Parcel Inventory | Nordahl Road Station | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
2261122500	2110 Mission Rd, Escondido, CA, 92029-1013	0.51	C-G	GC	0	51	51
2261122700	2825 Auto Park Way, Escondido, CA, 92029-2006	0.65	C-G	GC	0	65	65
2283603800	0 Auto Park Way, Escondido, CA, 92029	0.34	PD-C	GC	0	33.86	33.86
2283601400	2836 Auto Park Way, Escondido, CA, 92029-2006	0.62	PD-C	GC	0	62	62
4 parcels		2.12			0	211.86	211.86

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2320903300	0 N Spruce St, Escondido, CA, 92025	0.23	FCC	Flood	Excluded - Flood Control Channel
2321001800	0 N Spruce St, Escondido, CA, 92025	0.29	FCC	Flood	Excluded - Flood Control Channel
2320913400	0 Quince St, Escondido, CA, 92025	1.71	FCC	Flood	Excluded - Flood Control Channel
2323600800	348 N Tulip St, Escondido, CA, 92025	0.53	FCC	Flood	Excluded - Flood Control Channel
2323600700	348 N Tulip St, Escondido, CA, 92025	0.59	FCC	Flood	Excluded - Flood Control Channel
2293311500	398 Quince St, Escondido, CA, 92025	1.26	FCC	Flood	Excluded - Flood Control Channel
2321310500	505 N Tulip St, Escondido, CA, 92025	2.54	FCC	Flood	Excluded - Flood Control Channel
2321311300	598 N Tulip St, Escondido, CA, 92025	0.64	FCC	Flood	Excluded - Flood Control Channel
2321000700	798 Norlak Ave, Escondido, CA, 92025	0.17	FCC	Flood	Excluded - Flood Control Channel
2320904400	0 Santa Fe Ave, Escondido, CA, 92025	0.74	FCC	GI	Excluded - Flood Control Channel
2320905100	598 N Spruce St, Escondido, CA, 92025	0.09	FCC	GI	Excluded - Flood Control Channel
2320904900	598 N Spruce St, Escondido, CA, 92025	0.25	FCC	GI	Excluded - Flood Control Channel
2320905700	598 N Spruce St, Escondido, CA, 92025	0.40	FCC	GI	Excluded - Flood Control Channel
2320904300	598 N Spruce St, Escondido, CA, 92025	0.60	FCC	GI	Excluded - Flood Control Channel
2320904700	598 N Spruce St, Escondido, CA, 92025	0.69	FCC	GI	Excluded - Flood Control Channel
2282705700	698 N Quince St, Escondido, CA, 92025	2.54	FCC	PC	Excluded - Flood Control Channel
2320913500	0 Quince St, Escondido, CA, 92025	0.57	FCC	SPA 9	Excluded - Flood Control Channel
2323600900	348 N Tulip St, Escondido, CA, 92025	0.75	FCC	SPA 9	Excluded - Flood Control Channel
2321311400	0 N Tulip St, Escondido, CA, 92025	0.75	M-1	GI	Excluded - Industrial
2320912900	0 Spruce St, Escondido, CA, 92025	1.68	M-1	GI	Excluded - Industrial
2320912000	335 N Quince St, Escondido, CA, 92025-2519	1.24	M-1	GI	Excluded - Industrial
2320912600	425 N Quince St, Escondido, CA, 92025-2521	2.68	M-1	GI	Excluded - Industrial
2320912700	455 N Quince St, Escondido, CA, 92025-2521	3.48	M-1	GI	Excluded - Industrial
7602462400	455 N Quince St, Escondido, CA, 92025-2521	3.50	M-1	GI	Excluded - Industrial
7602461800	480 N Spruce St, Escondido, CA, 92025-2547	1.63	M-1	GI	Excluded - Industrial
2320912800	480 N Spruce St, Escondido, CA, 92025-2547	3.79	M-1	GI	Excluded - Industrial
7602462700	480 N Spruce St, Escondido, CA, 92025-2547	3.82	M-1	GI	Excluded - Industrial
2320913800	520 N Spruce St, Escondido, CA, 92025	0.89	M-1	GI	Excluded - Industrial
7602463400	525 N Quince St, Escondido, CA, 92025-2523	0.97	M-1	GI	Excluded - Industrial
2320910600	525 N Quince St, Escondido, CA, 92025-2523	1.02	M-1	GI	Excluded - Industrial
2320913600	530 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320913700	530 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320910500	535 N Quince St, Escondido, CA, 92025-2523	1.46	M-1	GI	Excluded - Industrial
2320913100	540 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320910400	541 N Quince St, Escondido, CA, 92025-2569	1.00	M-1	GI	Excluded - Industrial
2321311500	561 N Tulip St, Escondido, CA, 92025-2532	3.27	M-1	GI	Excluded - Industrial
2320910100	598 N Spruce St, Escondido, CA, 92025	0.01	M-1	GI	Excluded - Industrial
2282703100	610 Rock Springs Rd, Escondido, CA, 92025-1623	0.44	M-1	GI	Excluded - Industrial
2282703000	618 Rock Springs Rd, Escondido, CA, 92025-1623	0.12	M-1	GI	Excluded - Industrial
2282702500	628 Rock Springs Rd, Escondido, CA, 92025-1623	0.59	M-1	GI	Excluded - Industrial
2282702600	630 Rock Springs Rd, Escondido, CA, 92025-1623	0.60	M-1	GI	Excluded - Industrial
2282702400	634 Rock Springs Rd, Escondido, CA, 92025-1623	0.51	M-1	GI	Excluded - Industrial
2320913000	635 W Washington Ave, Escondido, CA, 92025-1630	1.01	M-1	GI	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2282707900	650 Rock Springs Rd, Escondido, CA, 92025-1623	0.68	M-1	GI	Excluded - Industrial
2282708800	738 W Washington Ave, Escondido, CA, 92025-1692	0.54	M-1	GI	Excluded - Industrial
2320910200	753 W Washington Ave, Escondido, CA, 92025-1632	0.92	M-1	GI	Excluded - Industrial
2320910300	770 W Washington Ave, Escondido, CA, 92025	2.00	M-1	GI	Excluded - Industrial
2320912500	798 Norlak Ave, Escondido, CA, 92025	1.80	M-1	GI	Excluded - Industrial
2282706900	802 W Washington Ave, Escondido, CA, 92025-1644	0.90	M-1	GI	Excluded - Industrial
2282705800	820 W Washington Ave, Escondido, CA, 92025-1635	0.16	M-1	GI	Excluded - Industrial
2282706800	826 W Washington Ave, Escondido, CA, 92025-1635	0.40	M-1	GI	Excluded - Industrial
2293311900	0 Gannon St, Escondido, CA, 92025	0.24	M-1	LI	Excluded - Industrial
7602462900	310 N Quince St, Escondido, CA, 92025	2.78	M-1	LI	Excluded - Industrial
2293311800	350 N Quince St, Escondido, CA, 92025-2520	0.79	M-1	LI	Excluded - Industrial
2293311400	398 N Quince St, Escondido, CA, 92025	2.78	M-1	LI	Excluded - Industrial
2293310300	428 N Quince St, Escondido, CA, 92025-2522	0.52	M-1	LI	Excluded - Industrial
2293310200	432 N Quince St, Escondido, CA, 92025-2522	1.08	M-1	LI	Excluded - Industrial
2293310100	446 N Quince St, Escondido, CA, 92025-2522	0.93	M-1	LI	Excluded - Industrial
2292711000	502 N Quince St, Escondido, CA, 92025-2524	0.47	M-1	LI	Excluded - Industrial
2293311200	507 W Gannon Pl, Escondido, CA, 92025-2512	0.50	M-1	LI	Excluded - Industrial
2292712300	518 N Quince St, Escondido, CA, 92025	1.19	M-1	LI	Excluded - Industrial
2293310400	520 W Gannon Pl, Escondido, CA, 92025-2513	2.52	M-1	LI	Excluded - Industrial
2292711500	525 W Washington Ave, Escondido, CA, 92025-1628	0.51	M-1	LI	Excluded - Industrial
2292710700	534 N Quince St, Escondido, CA, 92025-2524	0.17	M-1	LI	Excluded - Industrial
2292710600	538 N Quince St, Escondido, CA, 92025-2524	0.56	M-1	LI	Excluded - Industrial
2292711600	545 W Washington Ave, Escondido, CA, 92025-1628	0.51	M-1	LI	Excluded - Industrial
2292710500	546 N Quince St, Escondido, CA, 92025-2524	0.34	M-1	LI	Excluded - Industrial
2291711000	550 W Washington Ave, Escondido, CA, 92025-1643	0.22	M-1	LI	Excluded - Industrial
2291711100	550 W Washington Ave, Escondido, CA, 92025-1643	0.30	M-1	LI	Excluded - Industrial
2291712100	550 W Washington Ave, Escondido, CA, 92025-1643	0.77	M-1	LI	Excluded - Industrial
2292711400	560 N Quince St, Escondido, CA, 92025-2524	0.51	M-1	LI	Excluded - Industrial
2320902600	0 Santa Fe Ave, Escondido, CA, 92025	1.59	M-2	GI	Excluded - Industrial
2320907300	0 Santa Fe Ave, Escondido, CA, 92025	6.32	M-2	GI	Excluded - Industrial
2320902800	0 Spruce St, Escondido, CA, 92025	0.83	M-2	GI	Excluded - Industrial
2282507400	0 Washington Ave, Escondido, CA, 92025	0.51	M-2	GI	Excluded - Industrial
2320907200	0 Washington St, Escondido, CA, 92025	10.32	M-2	GI	Excluded - Industrial
2320900100	1035 W Washington Ave, Escondido, CA, 92025-1673	3.29	M-2	GI	Excluded - Industrial
2282501600	1044 W Washington Ave, Escondido, CA, 92025-1672	1.78	M-2	GI	Excluded - Industrial
2282507700	1044 W Washington Ave, Escondido, CA, 92025-1672	4.21	M-2	GI	Excluded - Industrial
2282501700	1050 W Washington Ave, Escondido, CA, 92025-1672	0.48	M-2	GI	Excluded - Industrial
2323601700	500 N Tulip St, Escondido, CA, 92025-2533	3.75	M-2	GI	Excluded - Industrial
2320904600	507 N Spruce St, Escondido, CA, 92025-2526	0.20	M-2	GI	Excluded - Industrial
2320904800	507 N Spruce St, Escondido, CA, 92025-2526	0.38	M-2	GI	Excluded - Industrial
2320800600	550 N Tulip St, Escondido, CA, 92025-2533	4.27	M-2	GI	Excluded - Industrial
2321312500	555 N Tulip St, Escondido, CA, 92025-2532	6.32	M-2	GI	Excluded - Industrial
2320801200	562 N Tulip St, Escondido, CA, 92025-2533	0.45	M-2	GI	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2320801300	564 N Tulip St, Escondido, CA, 92025 2533	0.70	M-2	GI	Excluded - Industrial
2320801100	566 N Tulip St, Escondido, CA, 92025-2533	0.50	M-2	GI	Excluded - Industrial
2320801000	568 N Tulip St, Escondido, CA, 92025-2533	0.67	M-2	GI	Excluded - Industrial
2320800800	570 N Tulip St, Escondido, CA, 92025-2533	0.44	M-2	GI	Excluded - Industrial
2320800900	572 N Tulip St, Escondido, CA, 92025-2533	0.53	M-2	GI	Excluded - Industrial
2320905400	598 N Spruce St, Escondido, CA, 92025	7.82	M-2	GI	Excluded - Industrial
2282506600	611 Rock Springs Rd, Escondido, CA, 92025-1622	0.95	M-2	GI	Excluded - Industrial
2282506500	641 Rock Springs Rd, Escondido, CA, 92025-1622	0.95	M-2	GI	Excluded - Industrial
2282503400	649 Rock Springs Rd, Escondido, CA, 92025-1622	0.67	M-2	GI	Excluded - Industrial
2320912400	775 Norlak Ave, Escondido, CA, 92025-2514	1.60	M-2	GI	Excluded - Industrial
2320904500	825 W Washington Ave, Escondido, CA, 92025-1634	0.41	M-2	GI	Excluded - Industrial
2320905500	849 W Washington Ave, Escondido, CA, 92025-1634	4.18	M-2	GI	Excluded - Industrial
2282507300	910 Washington Ave, Escondido, CA, 92025	0.22	M-2	GI	Excluded - Industrial
2282507200	930 W Washington St, Escondido, CA, 92025-1637	0.24	M-2	GI	Excluded - Industrial
2282506400	950 W Washington Ave, Escondido, CA, 92025-1637	5.29	M-2	GI	Excluded - Industrial
2331000400	0 3rd Ave, Escondido, CA, 92025	0.09	S-P	SPA 15	Excluded - Industrial
2331002300	0 3rd Ave, Escondido, CA, 92025	0.98	S-P	SPA 15	Excluded - Industrial
2331310600	0 Pine St, Escondido, CA, 92025	0.34	S-P	SPA 15	Excluded - Industrial
2330211400	0 Quince St, Escondido, CA, 92025	0.82	S-P	SPA 15	Excluded - Industrial
2330210800	135 S Quince St, Escondido, CA, 92025-4055	0.87	S-P	SPA 15	Excluded - Industrial
2331002100	190 S Spruce St, Escondido, CA, 92025	0.03	S-P	SPA 15	Excluded - Industrial
2331001700	200 S Spruce St, Escondido, CA, 92025	0.91	S-P	SPA 15	Excluded - Industrial
2330311100	237 S Quince St, Escondido, CA, 92025-4044	1.47	S-P	SPA 15	Excluded - Industrial
2330311400	245 S Quince St, Escondido, CA, 92025-4044	0.34	S-P	SPA 15	Excluded - Industrial
2331001400	321 S Quince St, Escondido, CA, 92025-4046	1.12	S-P	SPA 15	Excluded - Industrial
2331002500	360 S Spruce St, Escondido, CA, 92025-4052	0.69	S-P	SPA 15	Excluded - Industrial
2331310100	410 S Quince St, Escondido, CA, 92025-4048	0.31	S-P	SPA 15	Excluded - Industrial
2331311500	480 S Quince St, Escondido, CA, 92025-4048	0.30	S-P	SPA 15	Excluded - Industrial
2332110100	502 S Quince St, Escondido, CA, 92025-4020	0.34	S-P	SPA 15	Excluded - Industrial
2331920600	515 S Quince St, Escondido, CA, 92025-4022	0.16	S-P	SPA 15	Excluded - Industrial
2331310500	515 W 4th Ave, Escondido, CA, 92025-4037	0.17	S-P	SPA 15	Excluded - Industrial
2331310900	528 W 5th Ave, Escondido, CA, 92025-4004	0.16	S-P	SPA 15	Excluded - Industrial
2331311600	529 W 4th Ave, Escondido, CA, 92025-4037	0.50	S-P	SPA 15	Excluded - Industrial
2331311000	534 W 5th Ave, Escondido, CA, 92025-4004	0.15	S-P	SPA 15	Excluded - Industrial
2331311100	542 W 5th Ave, Escondido, CA, 92025-4004	0.17	S-P	SPA 15	Excluded - Industrial
2332110300	545 W 5th Ave, Escondido, CA, 92025	0.17	S-P	SPA 15	Excluded - Industrial
2331921100	546 S Redwood St, Escondido, CA, 92025-4026	0.31	S-P	SPA 15	Excluded - Industrial
2332110200	598 W 5th Ave, Escondido, CA, 92025	0.17	S-P	SPA 15	Excluded - Industrial
2331920700	600 W 6th Ave, Escondido, CA, 92025-4008	0.47	S-P	SPA 15	Excluded - Industrial
2330311200	616 W 3rd Ave, Escondido, CA, 92025-4035	0.61	S-P	SPA 15	Excluded - Industrial
2331920500	619 W 5th Ave, Escondido, CA, 92025-4040	0.18	S-P	SPA 15	Excluded - Industrial
2331920400	623 W 5th Ave, Escondido, CA, 92025-4040	0.15	S-P	SPA 15	Excluded - Industrial
2331921300	626 W 6th Ave, Escondido, CA, 92025-4008	0.32	S-P	SPA 15	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2331920300	629 W 5th Ave, Escondido, CA, 92025-4040	0.32	S-P	SPA 15	Excluded - Industrial
2331121600	634 W 5th Ave, Escondido, CA, 92025	2.74	S-P	SPA 15	Excluded - Industrial
7601699901	635 W 3rd Ave, Escondido, CA, 92025-4034	2.20	S-P	SPA 15	Excluded - Industrial
2331921000	642 W 6th Ave, Escondido, CA, 92025-4008	0.17	S-P	SPA 15	Excluded - Industrial
2331921200	651 W 5th Ave, Escondido, CA, 92025-4040	0.48	S-P	SPA 15	Excluded - Industrial
2331001200	704 W 4th Ave, Escondido, CA, 92025-4039	0.29	S-P	SPA 15	Excluded - Industrial
2331001100	710 W 4th Ave, Escondido, CA, 92025-4039	0.17	S-P	SPA 15	Excluded - Industrial
2331110800	711 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110700	721 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110600	731 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110500	737 W 4th Ave, Escondido, CA, 92025-4038	0.18	S-P	SPA 15	Excluded - Industrial
2331000300	740 W 4th Ave, Escondido, CA, 92025-4039	0.52	S-P	SPA 15	Excluded - Industrial
2331001000	740 W Fourth Ave, Escondido, CA, 92025-4039	0.34	S-P	SPA 15	Excluded - Industrial
2331110400	741 W 4th Ave, Escondido, CA, 92025-4038	0.15	S-P	SPA 15	Excluded - Industrial
2331110300	743 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110200	751 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331001900	755 W Grand Ave, Escondido, CA, 92025-2505	0.31	S-P	SPA 15	Excluded - Industrial
2331110100	759 W 4th Ave, Escondido, CA, 92025-4038	0.16	S-P	SPA 15	Excluded - Industrial
2331002000	760 W 2nd Ave, Escondido, CA, 92025	0.19	S-P	SPA 15	Excluded - Industrial
2331002400	765 W 3rd Ave, Escondido, CA, 92025-4036	0.69	S-P	SPA 15	Excluded - Industrial
2331001800	798 W 2nd Ave, Escondido, CA, 92025	8.51	S-P	SPA 15	Excluded - Industrial
7601694400	0 Valley Pkwy, Escondido, CA, 92025	0.02	S-P	SPA 9	Excluded - Industrial
7601693800	201 N Quince St, Escondido, CA, 92025	3.04	S-P	SPA 9	Excluded - Industrial
7602460600	0 Grand Ave, Escondido, CA, 92025	5.04	S-P	SPA 15	Excluded - Industrial/Railroad
7601697400	0 W 3rd Ave, Escondido, CA, 92025	2.20	S-P	SPA 15	Excluded - Industrial/Railroad
7601697500	135 Quince St, Escondido, CA, 92025-4055	0.89	S-P	SPA 15	Excluded - Industrial/Railroad
7601699100	546 S Redwood St, Escondido, CA, 92025-4026	0.56	S-P	SPA 15	Excluded - Industrial/Railroad
2322902300	399 S Spruce St, Escondido, CA, 92025	0.63	OS-P	P	Excluded - Park/Open Space
2293521200	251 Woodward Ave, Escondido, CA, 92025	22.7	S-P	SPA 9	Excluded - Park/Open Space
2293722000	250 Valley Pkwy, Escondido, CA, 92025	3.32	S-P	SPA 9	Excluded - Cultural Facility
2330322200	0 2nd Ave, Escondido, CA, 92025	0.001	PD-C	SPA 9	Excluded - Too small for SB 79 minimum requirements
2330211800	698 W 2nd Ave, Escondido, CA, 92025	0.01	S-P	SPA 15	Excluded - Too small for SB 79 minimum requirements
2321101800	868 W Grand Ave, Escondido, CA, 92025	0.02	R-3-18	U3	Excluded - Too small for SB 79 minimum requirements
2321101900	868 W Grand Ave, Escondido, CA, 92025	0.03	S-P	SPA 9	Excluded - Too small for SB 79 minimum requirements

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2283812700	0 Aero Way, Escondido, CA, 92029	0.38	M-1	GI	Excluded - Industrial
2283812800	0 Aero Way, Escondido, CA, 92029	0.42	M-1	GI	Excluded - Industrial
2283813700	0 Alpine Way, Escondido, CA, 92029	0.83	M-1	GI	Excluded - Industrial
2283816700	0 Auto Park Way, Escondido, CA, 92029	0.13	M-1	GI	Excluded - Industrial
2283816800	0 Auto Park Way, Escondido, CA, 92029	0.21	M-1	GI	Excluded - Industrial
2283812400	1931 Don Lee Pl, Escondido, CA, 92029-1141	0.34	M-1	GI	Excluded - Industrial
2283812500	1941 Don Lee Pl, Escondido, CA, 92029-1151	0.51	M-1	GI	Excluded - Industrial
2283812600	1951 Don Lee Pl, Escondido, CA, 92029-1141	0.51	M-1	GI	Excluded - Industrial
2283810700	1971 Don Lee Pl, Escondido, CA, 92029-1141	1.05	M-1	GI	Excluded - Industrial
2283810600	1991 Don Lee Pl, Escondido, CA, 92029-1130	1.50	M-1	GI	Excluded - Industrial
2283816400	2410 Auto Park Way, Escondido, CA, 92029-1221	0.27	M-1	GI	Excluded - Industrial
2283817000	2414 Auto Park Way, Escondido, CA, 92029-1223	0.50	M-1	GI	Excluded - Industrial
2283813100	2418 Auto Park Way, Escondido, CA, 92029-1223	0.39	M-1	GI	Excluded - Industrial
2283815000	2425 Auto Park Way, Escondido, CA, 92029-1222	6.40	M-1	GI	Excluded - Industrial
2283812000	2426 Auto Park Way, Escondido, CA, 92029-1225	0.38	M-1	GI	Excluded - Industrial
2283811900	2430 Auto Park Way, Escondido, CA, 92029-1264	0.54	M-1	GI	Excluded - Industrial
2283816300	2431 Auto Park Way, Escondido, CA, 92029-1222	0.41	M-1	GI	Excluded - Industrial
2283811800	2434 Auto Park Way, Escondido, CA, 92029-1265	0.54	M-1	GI	Excluded - Industrial
2283816900	2437 Auto Park Way, Escondido, CA, 92029-1222	0.45	M-1	GI	Excluded - Industrial
2283811700	2438 Auto Park Way, Escondido, CA, 92029-1225	0.58	M-1	GI	Excluded - Industrial
2283811600	2442 Auto Park Way, Escondido, CA, 92029-1225	0.54	M-1	GI	Excluded - Industrial
2283811500	2446 Auto Park Way, Escondido, CA, 92029-1225	0.29	M-1	GI	Excluded - Industrial
2283811400	2450 Auto Park Way, Escondido, CA, 92029-1225	0.24	M-1	GI	Excluded - Industrial
2283817100	2532 Auto Park Way, Escondido, CA, 92029-2087	0.75	M-1	GI	Excluded - Industrial
2283817200	2534 Auto Park Way, Escondido, CA, 92029-2087	1.18	M-1	GI	Excluded - Industrial
2283814200	610 Alpine Way, Escondido, CA, 92029-1204	0.83	M-1	GI	Excluded - Industrial
2283814100	620 Alpine Way, Escondido, CA, 92029-1204	0.59	M-1	GI	Excluded - Industrial
2283813000	622 Aero Way, Escondido, CA, 92029-1201	0.40	M-1	GI	Excluded - Industrial
2283815400	629 Alpine Way, Escondido, CA, 92029-1206	0.85	M-1	GI	Excluded - Industrial
2283814000	630 Alpine Way, Escondido, CA, 92029-1204	0.50	M-1	GI	Excluded - Industrial
2283812100	631 Aero Way, Escondido, CA, 92029-1202	0.36	M-1	GI	Excluded - Industrial
2283812900	632 Aero Way, Escondido, CA, 92029-1201	0.49	M-1	GI	Excluded - Industrial
2283812200	639 Aero Way, Escondido, CA, 92029-1202	0.35	M-1	GI	Excluded - Industrial
2283813900	640 Alpine Way, Escondido, CA, 92029-1204	0.56	M-1	GI	Excluded - Industrial
2283812300	647 Aero Way, Escondido, CA, 92029-1202	0.36	M-1	GI	Excluded - Industrial
2283813500	649 Alpine Way, Escondido, CA, 92029-1206	0.41	M-1	GI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2283813800	650 Alpine Way, Escondido, CA, 92029-1204	0.57	M-1	GI	Excluded - Industrial
2283813600	655 Alpine Way, Escondido, CA, 92029-1206	0.43	M-1	GI	Excluded - Industrial
2283603900	0 Auto Park Way, Escondido, CA, 92029	1.33	M-1	LI	Excluded - Industrial
2285203500	0 Corporate Dr, Escondido, CA, 92029	0.12	M-1	LI	Excluded - Industrial
2283120600	0 Meyers Ave, Escondido, CA, 92029	0.04	M-1	LI	Excluded - Industrial
2283702700	0 Mission Rd, Escondido, CA, 92029	4.61	M-1	LI	Excluded - Industrial
2284202000	0 Oppen St, Escondido, CA, 92029	0.65	M-1	LI	Excluded - Industrial
2283705200	1726 Mission Rd, Escondido, CA, 92029-1111	0.82	M-1	LI	Excluded - Industrial
2283704300	1726 Mission Rd, Escondido, CA, 92029-1111	1.29	M-1	LI	Excluded - Industrial
2283704500	1730 Mission Rd, Escondido, CA, 92029-1111	1.40	M-1	LI	Excluded - Industrial
2283705300	1738 Mission Rd, Escondido, CA, 92029-1111	0.70	M-1	LI	Excluded - Industrial
2283704800	1798 Mission Rd, Escondido, CA, 92029	4.09	M-1	LI	Excluded - Industrial
2283604600	1800 Mission Rd, Escondido, CA, 92029-1112	1.97	M-1	LI	Excluded - Industrial
2283604900	1824 Mission Rd, Escondido, CA, 92029-1112	0.30	M-1	LI	Excluded - Industrial
2283604700	1830 Mission Rd, Escondido, CA, 92029-1112	2.86	M-1	LI	Excluded - Industrial
2283604800	1844 Mission Rd, Escondido, CA, 92029-1112	0.29	M-1	LI	Excluded - Industrial
2283603100	1914 Mission Ave, Escondido, CA, 92029	1.32	M-1	LI	Excluded - Industrial
2283603200	1914 Mission Ave, Escondido, CA, 92029-1132	1.05	M-1	LI	Excluded - Industrial
2283603300	1916 Mission Ave, Escondido, CA, 92029-1114	0.91	M-1	LI	Excluded - Industrial
2283603400	1920 Mission Ave, Escondido, CA, 92029-1114	0.60	M-1	LI	Excluded - Industrial
2283601200	1960 Mission Rd, Escondido, CA, 92029-1114	2.17	M-1	LI	Excluded - Industrial
2283601300	2010 Mission Rd, Escondido, CA, 92029-1119	2.60	M-1	LI	Excluded - Industrial
2283601600	2040 Mission Ave, Escondido, CA, 92029-1119	0.74	M-1	LI	Excluded - Industrial
2261124900	2120 Mission Rd, Escondido, CA, 92029-1039	2.11	M-1	LI	Excluded - Industrial
2261123100	2126 Mission Rd, Escondido, CA, 92029-1013	1.68	M-1	LI	Excluded - Industrial
2261123000	2130 Mission Rd, Escondido, CA, 92029-1013	1.15	M-1	LI	Excluded - Industrial
2283803600	2161 Meyers Ave, Escondido, CA, 92029-1002	0.48	M-1	LI	Excluded - Industrial
2283803700	2161 Meyers Ave, Escondido, CA, 92029-1002	0.65	M-1	LI	Excluded - Industrial
2283804900	2180 Meyers Ave, Escondido, CA, 92029-1001	0.80	M-1	LI	Excluded - Industrial
2283803800	2181 Meyers Ave, Escondido, CA, 92029-1036	3.59	M-1	LI	Excluded - Industrial
2283803000	2213 Meyers Ave, Escondido, CA, 92029-1005	1.69	M-1	LI	Excluded - Industrial
2284202800	2222 Meyers Ave, Escondido, CA, 92029-1003	0.41	M-1	LI	Excluded - Industrial
2283803100	2225 Meyers Ave, Escondido, CA, 92029-1005	1.02	M-1	LI	Excluded - Industrial
2284200100	2235 Meyers Ave, Escondido, CA, 92029-1005	0.30	M-1	LI	Excluded - Industrial
2284701600	2235 Micro Pl, Escondido, CA, 92029-1010	0.30	M-1	LI	Excluded - Industrial
2284203000	2250 Meyers Ave, Escondido, CA, 92029-1004	0.31	M-1	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2284203400	2255 Meyers Ave, Escondido, CA, 92029-1007	0.60	M-1	LI	Excluded - Industrial
2284201600	2270 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2284201000	2275 Meyers Ave, Escondido, CA, 92029-1007	0.23	M-1	LI	Excluded - Industrial
2284201500	2280 Meyers Ave, Escondido, CA, 92029-1004	0.27	M-1	LI	Excluded - Industrial
2284201100	2285 Meyers Ave, Escondido, CA, 92029-1007	0.22	M-1	LI	Excluded - Industrial
2284201400	2290 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2284201200	2295 Meyers Ave, Escondido, CA, 92029-1007	0.29	M-1	LI	Excluded - Industrial
2284201300	2296 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2283121700	2320 Meyers Ave, Escondido, CA, 92029-1006	2.69	M-1	LI	Excluded - Industrial
2284702700	2340 Meyers Ave, Escondido, CA, 92029-1008	0.71	M-1	LI	Excluded - Industrial
2284702800	2342 Meyers Ave, Escondido, CA, 92029-1008	0.71	M-1	LI	Excluded - Industrial
2283804000	2563 N Auto Park Way, Escondido, CA, 92029-2088	0.71	M-1	LI	Excluded - Industrial
2283803900	2593 Auto Park Way, Escondido, CA, 92029-2088	0.44	M-1	LI	Excluded - Industrial
2283801700	2615 Auto Park Way, Escondido, CA, 92029-2089	0.46	M-1	LI	Excluded - Industrial
2283804500	2645 Auto Park Way, Escondido, CA, 92029-2089	0.47	M-1	LI	Excluded - Industrial
2285200100	2835 Progress Pl, Escondido, CA, 92029-1516	1.40	M-1	LI	Excluded - Industrial
2285200800	2862 Executive Pl, Escondido, CA, 92029-1524	1.24	M-1	LI	Excluded - Industrial
2285200700	2863 Executive Pl, Escondido, CA, 92029-1524	1.79	M-1	LI	Excluded - Industrial
2285200600	2864 Progress Pl, Escondido, CA, 92029-1516	1.80	M-1	LI	Excluded - Industrial
2285203300	2865 Executive Pl, Escondido, CA, 92029-1524	3.49	M-1	LI	Excluded - Industrial
2283904000	335 Ross Dr, Escondido, CA, 92029-1121	0.44	M-1	LI	Excluded - Industrial
2285201300	445 Corporate Dr, Escondido, CA, 92029-1526	0.81	M-1	LI	Excluded - Industrial
2285201400	450 Corporate Dr, Escondido, CA, 92029-1509	1.15	M-1	LI	Excluded - Industrial
2285201201	457 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201202	459 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201500	460 Corporate Dr, Escondido, CA, 92029-1527	0.69	M-1	LI	Excluded - Industrial
2285201203	461 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201204	463 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201205	465 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201600	470 Corporate Dr, Escondido, CA, 92029-1509	0.69	M-1	LI	Excluded - Industrial
2285201100	475 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201700	480 Corporate Dr, Escondido, CA, 92029-1509	0.71	M-1	LI	Excluded - Industrial
2285201000	485 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201800	490 Corporate Dr, Escondido, CA, 92029-1509	0.65	M-1	LI	Excluded - Industrial
2285203400	500 Corporate Dr, Escondido, CA, 92029-1517	0.73	M-1	LI	Excluded - Industrial
2285200900	505 Corporate Dr, Escondido, CA, 92029-1500	1.16	M-1	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2285203800	510 Corporate Dr, Escondido, CA, 92029-1532	1.39	M-1	LI	Excluded - Industrial
2285203700	520 Corporate Dr, Escondido, CA, 92029-1528	1.61	M-1	LI	Excluded - Industrial
2285203100	525 Corporate Dr, Escondido, CA, 92029-1500	5.47	M-1	LI	Excluded - Industrial
2284200500	525 Opper St, Escondido, CA, 92029-1019	0.54	M-1	LI	Excluded - Industrial
2285203600	530 Corporate Dr, Escondido, CA, 92029-1501	0.89	M-1	LI	Excluded - Industrial
2284203500	530 Opper St, Escondido, CA, 92029-1034	1.46	M-1	LI	Excluded - Industrial
2284200600	535 Opper St, Escondido, CA, 92029-1019	0.61	M-1	LI	Excluded - Industrial
2284200200	540 Opper St, Escondido, CA, 92029-1018	0.57	M-1	LI	Excluded - Industrial
2285203000	545 Corporate Dr, Escondido, CA, 92029-1500	1.01	M-1	LI	Excluded - Industrial
2284200700	545 Opper St, Escondido, CA, 92029-1019	0.30	M-1	LI	Excluded - Industrial
2284000100	555 Country Club Dr, Escondido, CA, 92029-1510	0.91	M-1	LI	Excluded - Industrial
2284203600	650 Opper St, Escondido, CA, 92029-1020	0.95	M-1	LI	Excluded - Industrial
2284202900	655 Opper St, Escondido, CA, 92029-1021	0.32	M-1	LI	Excluded - Industrial
2284201900	665 Opper St, Escondido, CA, 92029-1021	0.65	M-1	LI	Excluded - Industrial
2283803200	2210 Meyers Ave, Escondido, CA, 92029-1003	1.22	M-1/M-2	LI	Excluded - Industrial
2283120400	2421 Barham Dr, Escondido, CA, 92029-1027	5.00	M-1/M-2	LI	Excluded - Industrial
2284203100	670 Opper St, Escondido, CA, 92029-1020	0.50	M-1/M-2	LI	Excluded - Industrial
2283811100	1725 Mission Rd, Escondido, CA, 92029	2.52	M-2	GI	Excluded - Industrial
2283811000	1758 Don Lee Pl, Escondido, CA, 92029-1136	1.00	M-2	GI	Excluded - Industrial
2283814900	1798 Don Lee Pl, Escondido, CA, 92029	0.23	M-2	GI	Excluded - Industrial
2283810900	1802 Don Lee Pl, Escondido, CA, 92029-1138	0.50	M-2	GI	Excluded - Industrial
2283810800	1810 Don Lee Pl, Escondido, CA, 92029-1138	0.50	M-2	GI	Excluded - Industrial
2283816200	1908 Don Lee Pl, Escondido, CA, 92029-1140	0.23	M-2	GI	Excluded - Industrial
2283816000	1918 Don Lee Pl, Escondido, CA, 92029-1140	0.44	M-2	GI	Excluded - Industrial
2283816100	1928 Don Lee Pl, Escondido, CA, 92029-1140	0.21	M-2	GI	Excluded - Industrial
2283815900	1938 Don Lee Pl, Escondido, CA, 92029-1140	0.45	M-2	GI	Excluded - Industrial
2283815800	1948 Don Lee Pl, Escondido, CA, 92029-1152	0.65	M-2	GI	Excluded - Industrial
2283817400	1968 Don Lee Pl, Escondido, CA, 92029-1142	1.67	M-2	GI	Excluded - Industrial
2283817300	1996 Don Lee Pl, Escondido, CA, 92029-1147	3.64	M-2	GI	Excluded - Industrial
2283817500	2750 Auto Park Way, Escondido, CA, 92029-5000	2.34	M-2	GI	Excluded - Industrial
2284700100	0 Barham Dr, Escondido, CA, 92029	0.46	M-2	LI	Excluded - Industrial
2284704100	0 Micro Pl, Escondido, CA, 92029	0.82	M-2	LI	Excluded - Industrial
2283804700	0 Micro Pl, Escondido, CA, 92029	1.69	M-2	LI	Excluded - Industrial
2283805000	2160 Meyers Ave, Escondido, CA, 92029-1001	0.97	M-2	LI	Excluded - Industrial
2284702100	2200 Micro Pl, Escondido, CA, 92029-1010	0.33	M-2	LI	Excluded - Industrial
2284701800	2219 Micro Pl, Escondido, CA, 92029-1010	0.25	M-2	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2284702200	2220 Micro Pl, Escondido, CA, 92029-1010	0.33	M-2	LI	Excluded - Industrial
2284700500	2225 Barham Dr, Escondido, CA, 92029-1037	0.53	M-2	LI	Excluded - Industrial
2284701700	2229 Micro Pl, Escondido, CA, 92029-1010	0.24	M-2	LI	Excluded - Industrial
2284702300	2230 Micro Pl, Escondido, CA, 92029-1010	0.27	M-2	LI	Excluded - Industrial
2284700400	2235 Barham Dr, Escondido, CA, 92029-1025	0.28	M-2	LI	Excluded - Industrial
2284700300	2245 Barham Dr, Escondido, CA, 92029-1025	0.33	M-2	LI	Excluded - Industrial
2284701500	2245 Micro Pl, Escondido, CA, 92029-1011	0.29	M-2	LI	Excluded - Industrial
2284703500	2250 Micro Pl, Escondido, CA, 92029-1011	1.03	M-2	LI	Excluded - Industrial
2284700200	2255 Barham Dr, Escondido, CA, 92029-1025	0.37	M-2	LI	Excluded - Industrial
2284701400	2255 Micro Pl, Escondido, CA, 92029-1011	0.24	M-2	LI	Excluded - Industrial
2284701300	2265 Micro Pl, Escondido, CA, 92029-1011	0.28	M-2	LI	Excluded - Industrial
2284703300	2275 Barham Dr, Escondido, CA, 92029-1025	0.67	M-2	LI	Excluded - Industrial
2284701200	2275 Micro Pl, Escondido, CA, 92029-1011	0.25	M-2	LI	Excluded - Industrial
2284703400	2280 Micro Pl, Escondido, CA, 92029-1011	0.52	M-2	LI	Excluded - Industrial
2284701100	2285 Micro Pl, Escondido, CA, 92029-1038	0.54	M-2	LI	Excluded - Industrial
2284702900	2344 Meyers Ave, Escondido, CA, 92029-1008	0.58	M-2	LI	Excluded - Industrial
2284703000	2346 Meyers Ave, Escondido, CA, 92029-1008	0.58	M-2	LI	Excluded - Industrial
2284703100	2348 Meyers Ave, Escondido, CA, 92029-1008	0.39	M-2	LI	Excluded - Industrial
2284703200	2350 Meyers Ave, Escondido, CA, 92029-1008	0.56	M-2	LI	Excluded - Industrial
2261121200	2444 Barham Dr, Escondido, CA, 92029-1026	2.80	M-2	LI	Excluded - Industrial
2283804800	2751 Auto Park Way, Escondido, CA, 92029-2091	2.63	M-2	LI	Excluded - Industrial
2284702400	730 Oppen St, Escondido, CA, 92029-1022	0.28	M-2	LI	Excluded - Industrial
2284702500	740 Oppen St, Escondido, CA, 92029-1022	0.32	M-2	LI	Excluded - Industrial
2283120500	0 Meyers Ave, Escondido, CA, 92029	4.94	PD-I	LI	Excluded - Industrial
2285204000	2870 Executive Pl, Escondido, CA, 92029-1524	1.35	PD-I	LI	Excluded - Industrial
2285203900	2875 Executive Pl, Escondido, CA, 92029-1524	2.58	PD-I	LI	Excluded - Industrial
2283702800	1798 Mission Rd, Escondido, CA, 92029	2.07	RR	None	Excluded - Railroad
2283300100	1798 Mission Rd, Escondido, CA, 92029	3.05	RR	None	Excluded - Railroad
2283601700	2098 Mission Rd, Escondido, CA, 92029	3.59	RR	None	Excluded - Railroad

Exempt Parcel Inventory | Escondido Transit Center | 1/4 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
No	2321701000	0 Upas St, Escondido, CA, 92025	0.14	R-1-10	S	0.46	14.01	13.54
No	2321800700	101 N Upas St, Escondido, CA, 92025-3948	0.22	R-1-10	S	0.73	22.05	21.32
No	2321701600	104 N Upas St, Escondido, CA, 92025-3944	0.34	R-1-10	S	1.14	34.44	33.30
No	2321703100	108 S Upas St, Escondido, CA, 92025-3946	0.31	R-1-10	S	1.04	31.49	30.45
No	2321800600	111 N Upas St, Escondido, CA, 92025-3948	0.25	R-1-10	S	0.84	25.39	24.55
No	2321700900	116 S Upas St, Escondido, CA, 92025-3946	0.34	R-1-10	S	1.12	33.90	32.78
No	2321701900	120 N Upas St, Escondido, CA, 92025-3944	0.29	R-1-10	S	0.95	28.70	27.75
No	2321800500	121 N Upas St, Escondido, CA, 92025-3948	0.30	R-1-10	S	0.98	29.80	28.82
No	2321800400	122 Caroline Way, Escondido, CA, 92025-3810	0.23	R-1-10	S	0.77	23.43	22.65
No	2321700600	180 N Upas St, Escondido, CA, 92025-3944	0.69	R-1-10	S	2.27	68.78	66.51
No	2321503100	195 N Upas St, Escondido, CA, 92025-3948	0.56	R-1-10	S	1.85	56.00	54.15
No	2321703200	196 N Upas St, Escondido, CA, 92025-3944	0.34	R-1-10	S	1.14	34.43	33.30
No	2321703300	198 N Upas St, Escondido, CA, 92025-3944	0.33	R-1-10	S	1.10	33.29	32.19
No	2321700800	199 S Upas St, Escondido, CA 92025	0.18	R-1-10	S	0.59	17.92	17.33
No	2321703400	200 N Upas St, Escondido, CA, 92025-3950	0.35	R-1-10	S	1.16	35.29	34.13
No	2321700300	209 N Tulip St, Escondido, CA, 92025	0.76	R-1-10	S	2.51	76.16	73.64
No	2322321200	915 Grand Ct, Escondido, CA, 92025-3922	0.24	R-1-10	S	0.80	24.27	23.47
No	2322310100	916 Grand Ct, Escondido, CA, 92025-3922	0.23	R-1-10	S	0.78	23.48	22.71
No	2321701200	925 Grand Ct, Escondido, CA, 92025-3922	1.82	R-1-10	S	6.01	182.00	175.99
No	2322320700	926 W 2nd Ave, Escondido, CA, 92025-3964	0.31	R-1-7	U1	1.69	30.66	28.97
No	2322321400	928 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.81	14.80	13.99
No	2322321300	930 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.84	15.36	14.51
No	2322320500	932 W 2nd Ave, Escondido, CA, 92025-3964	0.29	R-1-7	U1	1.61	29.24	27.63
No	2322200900	801 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.84	15.33	13.49
No	2322201000	809 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.85	15.40	13.56
No	2322201100	817 W 2nd Ave, Escondido, CA, 92025-3963	0.17	R-2-12	U2	2.00	16.67	14.67
No	2322201200	825 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.83	15.28	13.44
No	2322201300	833 W 2nd Ave, Escondido, CA, 92025-3963	0.16	R-2-12	U2	1.89	15.75	13.86
No	2322201400	841 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.82	15.13	13.31
No	2322201500	849 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.82	15.19	13.37
30 parcels			9.94			44.23	993.61	949.38

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322001800	100 Howell Heights Dr, Escondido, CA, 92025-3813	0.23	R-1-10	S	0.77	18.62	17.85
No	2321800800	1010 Murray Ct, Escondido, CA, 92025-3861	0.23	R-1-10	S	0.77	18.56	17.79
No	2322000300	102 Caroline Way, Escondido, CA, 92025-3810	0.26	R-1-10	S	0.85	20.68	19.83
No	2321901000	1020 W 2nd Ave, Escondido, CA, 92025-3840	0.24	R-1-10	S	0.78	18.88	18.10
No	2323011300	1020 W 5th Ave, Escondido, CA, 92025-3802	0.23	R-1-10	S	0.77	18.71	17.94
No	2322002400	103 Howell Heights Dr, Escondido, CA, 92025-3812	0.23	R-1-10	S	0.76	18.44	17.68
No	2323011200	1030 W 5th Ave, Escondido, CA, 92025-3802	0.27	R-1-10	S	0.88	21.41	20.53
No	2321900900	1034 W 2nd Ave, Escondido, CA, 92025-3866	0.21	R-1-10	S	0.70	16.94	16.24
No	2322000200	104 Caroline Way, Escondido, CA, 92025-3810	0.23	R-1-10	S	0.77	18.60	17.83
No	2323011600	1040 W 5th Ave, Escondido, CA, 92025-3802	0.35	R-1-10	S	1.17	28.35	27.18
No	2321901800	105 S Upas St, Escondido, CA, 92025-3945	0.21	R-1-10	S	0.68	16.51	15.83
No	2321900300	106 Caroline Way, Escondido, CA, 92025-3810	0.05	R-1-10	S	0.16	3.93	3.77
No	2322000100	106 Caroline Way, Escondido, CA, 92025-3810	0.17	R-1-10	S	0.55	13.36	12.81
No	2321900100	107 Murray Ct, Escondido, CA, 92025-3816	0.19	R-1-10	S	0.63	15.16	14.53
No	2322001900	108 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.82	19.87	19.05
No	2321800100	110 Caroline Way, Escondido, CA, 92025-3810	0.22	R-1-10	S	0.74	17.92	17.18
No	2322001000	110 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.84	20.37	19.53
No	2321900200	111 Murray Ct, Escondido, CA, 92025-3816	0.21	R-1-10	S	0.71	17.14	16.43
No	2322001600	116 Howell Heights Dr, Escondido, CA, 92025-3813	0.26	R-1-10	S	0.85	20.50	19.65
No	2321800900	118 Caroline Way, Escondido, CA, 92025-3810	0.45	R-1-10	S	1.48	35.79	34.32
No	2322001300	120 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.82	20.00	19.17
No	2321900400	121 Murray Ct, Escondido, CA, 92025-3816	0.20	R-1-10	S	0.66	15.94	15.28
No	2321901700	127 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.47	16.75
No	2321900500	134 Howell Heights Dr, Escondido, CA, 92025-3813	0.33	R-1-10	S	1.08	26.27	25.19
No	2321901600	141 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.73	17.60	16.88
No	2321900600	142 Howell Heights Dr, Escondido, CA, 92025-3813	0.32	R-1-10	S	1.07	25.93	24.86
No	2322001200	143 Howell Heights Dr, Escondido, CA, 92025-3812	0.35	R-1-10	S	1.17	28.31	27.14
No	2321701100	150 S Upas St, Escondido, CA, 92025-3946	0.49	R-1-10	S	1.61	39.05	37.44
No	2322001100*	151 Howell Heights Dr, Escondido, CA, 92025-3812	0.20	R-1-10	S	0.64	15.64	14.99
No	2321901500	151 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.45	16.73
No	2321900800	154 Howell Heights Dr, Escondido, CA, 92025-3813	0.33	R-1-10	S	1.10	26.68	25.57
No	2322000900	161 Howell Heights Dr, Escondido, CA, 92025-3812	0.26	R-1-10	S	0.85	20.50	19.65
No	2321901400	161 S Upas St, Escondido, CA, 92025-3945	0.24	R-1-10	S	0.81	19.56	18.75
No	2321901900	166 Howell Heights Dr, Escondido, CA, 92025-3813	0.30	R-1-10	S	0.99	23.88	22.90
No	2321901300	170 Gordon Ct, Escondido, CA, 92025-3811	0.24	R-1-10	S	0.80	19.33	18.53
No	2321901200	171 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.40	16.68
No	2322000700	175 Howell Heights Dr, Escondido, CA, 92025-3812	0.23	R-1-10	S	0.76	18.49	17.73
No	2321902000*	178 Howell Heights Dr, Escondido, CA, 92025-3813	0.13	R-1-10	S	0.44	10.65	10.22
No	2321901100	179 S Upas St, Escondido, CA, 92025-3945	0.19	R-1-10	S	0.62	15.07	14.45
No	2322000600	219 Howell Heights Dr, Escondido, CA, 92025-3814	0.25	R-1-10	S	0.84	20.37	19.53

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322703900	245 S Vine St, Escondido, CA, 92025-3823	0.32	R-1-10	S	1.06	25.74	24.68
No	2322703800	245 S Vine St, Escondido, CA, 92025-3823	0.44	R-1-10	S	1.46	35.27	33.82
No	2323010100	422 S Vine St, Escondido, CA, 92025-3826	0.75	R-1-10	S	2.47	59.78	57.31
No	2323011500	427 S Upas St, Escondido, CA, 92025-3951	0.31	R-1-10	S	1.02	24.71	23.69
No	2323011400	429 S Upas St, Escondido, CA, 92025-3951	0.25	R-1-10	S	0.84	20.33	19.49
No	2323011000	437 S Upas St, Escondido, CA, 92025-3951	0.46	R-1-10	S	1.51	36.68	35.16
No	2323010900	447 S Upas St, Escondido, CA, 92025-3951	0.22	R-1-10	S	0.72	17.46	16.74
No	2323010800	457 S Upas St, Escondido, CA, 92025-3951	0.23	R-1-10	S	0.77	18.57	17.80
No	2322700300	201 S Upas St, Escondido, CA, 92025-3947	0.20	R-1-10	U1	1.10	15.97	14.87
No	2322700400	211 S Upas St, Escondido, CA, 92025-3947	0.15	R-1-10	U1	0.85	12.36	11.51
No	2322700500	301 S Upas St, Escondido, CA, 92025-3949	0.16	R-1-10	U1	0.88	12.81	11.93
No	2322700600	311 S Upas St, Escondido, CA, 92025-3949	0.16	R-1-10	U1	0.88	12.77	11.89
No	2322701600	321 S Upas St, Escondido, CA, 92025-3949	0.18	R-1-10	U1	0.99	14.41	13.42
No	2322701700	351 S Upas St, Escondido, CA, 92025-3949	0.22	R-1-10	U1	1.19	17.28	16.10
No	2322703700	361 S Vine St, Escondido, CA, 92025-3859	0.28	R-1-10	U1	1.54	22.38	20.84
No	2322700900	401 S Upas St, Escondido, CA, 92025-3951	0.25	R-1-10	U1	1.39	20.16	18.78
No	2322701000	411 S Upas St, Escondido, CA, 92025-3951	0.19	R-1-10	U1	1.05	15.34	14.29
No	2322702200	0 Howell Heights Dr, Escondido, CA, 92025	0.28	R-1-6	U1	1.54	22.42	20.88
No	2322702500	1023 W 2nd Ave, Escondido, CA, 92025-3839	0.41	R-1-6	U1	2.25	32.71	30.46
No	2322702400	1025 W 2nd Ave, Escondido, CA, 92025-3839	3.89	R-1-6	U1	21.40	311.20	289.81
No	2322702700	250 S Vine St, Escondido, CA, 92025-3824	0.85	R-1-6	U1	4.68	68.00	63.33
No	2322702600	350 S Vine St, Escondido, CA, 92025-3858	1.30	R-1-6	U1	7.15	104.00	96.85
No	2322821900	0 4th Ave, Escondido, CA, 92025	0.15	R-1-7	U1	0.84	12.17	11.34
No	2322331000	0 Upas St, Escondido, CA, 92025	0.18	R-1-7	U1	0.97	14.06	13.10
No	2323330500	520 S Upas St, Escondido, CA, 92025-3954	0.35	R-1-7	U1	1.93	28.09	26.16
No	2323332900	531 Schafer Pl, Escondido, CA, 92025-3923	0.18	R-1-7	U1	1.00	14.56	13.56
No	2323332200	540 Schafer Pl, Escondido, CA, 92025-3924	0.21	R-1-7	U1	1.15	16.69	15.55
No	2323332800	543 Schafer Pl, Escondido, CA, 92025-3923	0.33	R-1-7	U1	1.80	26.24	24.44
No	2323332700	555 Schafer Pl, Escondido, CA, 92025-3923	0.19	R-1-7	U1	1.07	15.50	14.43
No	2323200800	601 S Spruce St, Escondido, CA, 92025-4031	0.44	R-1-7	U1	2.40	34.95	32.55
No	2323332300	602 Schafer Pl, Escondido, CA, 92025-3926	0.25	R-1-7	U1	1.38	20.09	18.71
No	2322331400	913 W 2nd Ave, Escondido, CA, 92025-3907	0.13	R-1-7	U1	0.72	10.46	9.74
No	2322810700	918 W 3rd Ave, Escondido, CA, 92025-3911	0.15	R-1-7	U1	0.84	12.25	11.41
No	2322330800	921 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.80	11.67	10.87
No	2322810600	924 W 3rd Ave, Escondido, CA, 92025-3911	0.14	R-1-7	U1	0.76	11.06	10.30
No	2322330700	925 W 2nd Ave, Escondido, CA, 92025-3907	0.14	R-1-7	U1	0.75	10.93	10.18
No	2323310400	926 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.13	11.30
No	2322330600	927 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.84	12.15	11.31
No	2322820800	927 W 3rd Ave, Escondido, CA, 92025-3910	0.16	R-1-7	U1	0.88	12.79	11.91
No	2322330500	929 W 2nd Ave, Escondido, CA, 92025-3907	0.21	R-1-7	U1	1.17	17.04	15.87

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322820700	929 W 3rd Ave, Escondido, CA, 92025-3910	0.14	R-1-7	U1	0.77	11.18	10.41
No	2322820600	935 W 3rd Ave, Escondido, CA, 92025-3910	0.15	R-1-7	U1	0.83	12.04	11.22
No	2322830900	935 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.74	10.83	10.09
No	2322810500	936 W 3rd Ave, Escondido, CA, 92025-3911	0.24	R-1-7	U1	1.30	18.95	17.65
No	2322821400	936 W 4th Ave, Escondido, CA, 92025-3913	0.14	R-1-7	U1	0.76	11.01	10.25
No	2323310500	936 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.87	12.69	11.81
No	2322821500	938 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.88	11.06
No	2322821600	940 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.93	11.11
No	2323310600	944 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.86	12.49	11.63
No	2322830800	945 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.78	11.30	10.52
No	2323330100	945 W 5th Ave, Escondido, CA, 92025-3973	0.31	R-1-7	U1	1.68	24.47	22.79
No	2322830700	947 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.79	11.45	10.67
No	2322821700	950 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.80	11.65	10.85
No	2323310700	952 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.05	11.22
No	2322820500	953 W 3rd Ave, Escondido, CA, 92025-3910	0.15	R-1-7	U1	0.84	12.18	11.34
No	2322810400	956 W 3rd Ave, Escondido, CA, 92025-3911	0.19	R-1-7	U1	1.06	15.39	14.33
No	2322331600	959 W 2nd Ave, Escondido, CA, 92025-3907	0.22	R-1-7	U1	1.20	17.39	16.19
No	2322820400	959 W 3rd Ave, Escondido, CA, 92025-3910	0.22	R-1-7	U1	1.21	17.66	16.45
No	2323330200	959 W 5th Ave, Escondido, CA, 92025-3973	0.32	R-1-7	U1	1.74	25.33	23.59
No	2323310800	960 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.81	11.81	11.00
No	2322821800	962 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.81	11.83	11.01
No	2322830600	965 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.78	11.40	10.62
No	2322320400	966 W 2nd Ave, Escondido, CA, 92025-3964	0.30	R-1-7	U1	1.64	23.89	22.25
No	2322811700	966 W 3rd Ave, Escondido, CA, 92025-3911	0.25	R-1-7	U1	1.35	19.62	18.27
No	2322331300	967 W 2nd Ave, Escondido, CA, 92025-3907	0.18	R-1-7	U1	0.99	14.43	13.44
No	2322830500	967 W 4th Ave, Escondido, CA, 92025-3912	0.15	R-1-7	U1	0.84	12.15	11.32
No	2322820300*	969 W 3rd Ave, Escondido, CA, 92025-3910	0.30	R-1-7	U1	1.63	23.76	22.13
No	2323330300	969 W 5th Ave, Escondido, CA, 92025-3973	0.32	R-1-7	U1	1.75	25.38	23.64
No	2322811600	972 W 3rd Ave, Escondido, CA, 92025-3911	0.24	R-1-7	U1	1.30	18.90	17.60
No	2322822000	974 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.99	11.16
No	2322331200	975 W 2nd Ave, Escondido, CA, 92025-3907	0.21	R-1-7	U1	1.16	16.89	15.73
No	2322830400	975 W 4th Ave, Escondido, CA, 92025-3912	0.13	R-1-7	U1	0.69	10.08	9.38
No	2322822100	976 W 4th Ave, Escondido, CA, 92025-3913	0.14	R-1-7	U1	0.79	11.54	10.75
No	2323310900	976 W 5th Ave, Escondido, CA, 92025-3917	0.34	R-1-7	U1	1.90	27.60	25.70
No	2322830300	977 W 4th Ave, Escondido, CA, 92025-3912	0.17	R-1-7	U1	0.93	13.52	12.59
No	2322320300	978 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.81	11.73	10.92
No	2322830200	979 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.80	11.58	10.79
No	2322822200	980 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.80	11.65	10.85
No	2322830100	981 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.79	11.47	10.68
No	2322320200	984 W 2nd Ave, Escondido, CA, 92025-3964	0.14	R-1-7	U1	0.77	11.27	10.49

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322820200	985 W 3rd Ave, Escondido, CA, 92025-3910	0.19	R-1-7	U1	1.04	15.17	14.13
No	2322811100	986 W 3rd Ave, Escondido, CA, 92025	0.24	R-1-7	U1	1.35	19.58	18.24
No	2322820100	989 W 3rd Ave, Escondido, CA, 92025-3910	0.19	R-1-7	U1	1.03	15.01	13.98
No	2322331100	991 W 2nd Ave, Escondido, CA, 92025-3907	0.17	R-1-7	U1	0.92	13.41	12.49
No	2323311000	992 W 5th Ave, Escondido, CA, 92025-3917	0.30	R-1-7	U1	1.68	24.38	22.70
No	2322320100	998 W 2nd Ave, Escondido, CA, 92025-3964	0.13	R-1-7	U1	0.71	10.26	9.55
No	2323330400	999 W 5th Ave, Escondido, CA, 92025-3973	0.37	R-1-7	U1	2.04	29.66	27.62
No	2331111600	422 N Spruce St, Escondido, CA, 92025-2547	0.09	R-2-12	U2	1.08	7.18	6.10
No	2331910100	502 S Spruce St, Escondido, CA, 92025-4030	0.15	R-2-12	U2	1.77	11.82	10.05
No	2323200100*	511 S Spruce St, Escondido, CA, 92025-4029	0.30	R-2-12	U2	3.58	23.85	20.27
No	2331911600	520 S Spruce St, Escondido, CA, 92025	0.14	R-2-12	U2	1.71	11.41	9.70
No	2323203000	526 S Tulip St, Escondido, CA, 92025-3971	0.15	R-2-12	U2	1.80	12.01	10.21
No	2323202000	528 S Tulip St, Escondido, CA, 92025	0.56	R-2-12	U2	6.77	45.15	38.38
No	2323203100	531 S Spruce St, Escondido, CA, 92025-4029	0.25	R-2-12	U2	3.03	20.21	17.18
No	2323202900	539 S Spruce St, Escondido, CA, 92025-4029	0.29	R-2-12	U2	3.44	22.95	19.51
No	2323200700	545 S Spruce St, Escondido, CA, 92025-4029	0.19	R-2-12	U2	2.26	15.03	12.78
No	2331910800	549 S Redwood St, Escondido, CA, 92025-4025	0.11	R-2-12	U2	1.38	9.17	7.79
No	2331912000	561 S Redwood St, Escondido, CA, 92025-4025	0.08	R-2-12	U2	0.91	6.08	5.17
No	2331911900	581 S Redwood St, Escondido, CA, 92025-4025	0.08	R-2-12	U2	0.96	6.37	5.41
No	2332010100*	620 S Spruce St, Escondido, CA, 92025-4032	0.16	R-2-12	U2	1.98	13.19	11.21
No	2332010800*	701 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.93	12.88	10.95
No	2331910700	703 W 5th Ave, Escondido, CA, 92025-4042	0.09	R-2-12	U2	1.05	6.97	5.93
No	2332010700	705 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.95	13.03	11.08
No	2331110900	710 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.86	10.93
No	2331910600	711 W 5th Ave, Escondido, CA, 92025-4042	0.12	R-2-12	U2	1.40	9.33	7.93
No	2331111000	716 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.97	13.15	11.18
No	2331911700	717 W 5th Ave, Escondido, CA, 92025-4042	0.11	R-2-12	U2	1.31	8.72	7.42
No	2332010600	717 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	2.03	13.53	11.50
No	2331911800	719 W 5th Ave, Escondido, CA, 92025-4042	0.21	R-2-12	U2	2.47	16.44	13.97
No	2331111100	720 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.85	10.92
No	2331912300	724 W 6th Ave, Escondido, CA, 92025-4057	0.16	R-2-12	U2	1.91	12.73	10.82
No	2331912400	724 W 6th Ave, Escondido, CA, 92025-4057	0.32	R-2-12	U2	3.81	25.43	21.61
No	2331111200	726 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.89	12.62	10.73
No	2332010500	727 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	2.07	13.79	11.72
No	2331111300	732 W 5th Ave, Escondido, CA, 92025-4043	0.15	R-2-12	U2	1.80	12.02	10.22
No	2331111400	734 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.87	10.94
No	2331911300	734 W 6th Ave, Escondido, CA, 92025-4010	0.16	R-2-12	U2	1.89	12.63	10.74
No	2331910400	735 W 5th Ave, Escondido, CA, 92025-4056	0.15	R-2-12	U2	1.80	12.01	10.21
No	2332010400	735 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	1.99	13.23	11.25
No	2331911400	738 W 6th Ave, Escondido, CA, 92025-4010	0.15	R-2-12	U2	1.84	12.26	10.42

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2331910300*	743 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	1.89	12.60	10.71
No	2331911500	744 W 6th Ave, Escondido, CA, 92025-4010	0.16	R-2-12	U2	1.87	12.49	10.62
No	2332010300	745 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.97	13.15	11.18
No	2331910200	751 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	1.91	12.72	10.81
No	2331111500	752 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.89	12.61	10.72
No	2332010200	753 W 6th Ave, Escondido, CA, 92025-4009	0.18	R-2-12	U2	2.11	14.07	11.96
No	2331111700	762 W 5th Ave, Escondido, CA, 92025-4043	0.08	R-2-12	U2	0.95	6.32	5.37
No	2322902600	810 W 5th Ave, Escondido, CA, 92025-3915	0.19	R-2-12	U2	2.25	14.99	12.74
No	2323202100	835 W 5th Ave, Escondido, CA, 92025-3976	0.42	R-2-12	U2	5.06	33.75	28.68
No	2323200200*	898 W 5th Ave, Escondido, CA, 92025	0.10	R-2-12	U2	1.22	8.10	6.89
170 parcels			41.69			249.97	3334.89	3084.92

* = on Local Historic Register, subject to Phased Implementation

Phased Implementation Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Historic Status	SB 79 Status
2321702600	101 S Tulip St, Escondido, CA, 92025-3927	2.00	R-1-10	S	LOCAL HISTORIC REGISTER	Qualifying - 1/4 mile
2322831300	409 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322900900	312 S Tulip St, Escondido, CA, 92025-3931	0.43	R-2-12	U2	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322902700	449 S Spruce St, Escondido, CA, 92025-4049	0.20	R-2-12	U2	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331410300	343 W 3rd Ave, Escondido, CA, 92025-4110	0.16	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331320500	409 W 4th Ave, Escondido, CA, 92025-4131	0.17	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331320100	443 W 4th Ave, Escondido, CA, 92025-4131	0.13	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322001100	151 Howell Heights Dr, Escondido, CA, 92025-3812	0.20	R-1-10	S	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2321902000	178 Howell Heights Dr, Escondido, CA, 92025-3813	0.13	R-1-10	S	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2322820300	969 W 3rd Ave, Escondido, CA, 92025-3910	0.30	R-1-7	U1	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2323200100	511 S Spruce St, Escondido, CA, 92025-4029	0.30	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2332010100	620 S Spruce St, Escondido, CA, 92025-4032	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2332010800	701 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2331910300	743 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2323200200	898 W 5th Ave, Escondido, CA, 92025	0.10	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile



STAFF REPORT

DATE: August 11, 2026

PL26-0140 – Senate Bill 79 Implementation Ordinance

PROJECT NUMBER / NAME: PL26-0140 – Senate Bill 79 Implementation Ordinance

REQUEST: Recommend approval to the City Council of a Zone Text Amendment, establishing Article 81 Transit-Oriented Development Overlay Zone, in Chapter 33 (Zoning) of the Escondido Municipal Code, for the purpose of implementing Senate Bill 79 as codified in Government Code sections 65912.155 through 65912.162, inclusive. The amendment includes adoption of the related TOD Overlay Zone Map and parcel inventories identifying sites subject to the statute, excluded sites, exempt sites that may become eligible through a development agreement, and sites subject to phased implementation.

PROPERTY SIZE AND LOCATION: SB 79 impacts approximately 484 parcels covering approximately 236 acres in half-mile radii around the Escondido Transit Center and Nordahl Road SPRINTER stations. APPLICANT: City of Escondido

GENERAL PLAN / ZONING: Sites zoned for residential, mixed, or commercial development. PRIMARY REPRESENTATIVE: Joel Cvetko, Senior Planner

DISCRETIONARY ACTIONS REQUESTED: Zone Text Amendment establishing a new article in Chapter 33 (Zoning) of the Escondido Municipal Code.

PREVIOUS ACTIONS: Planning Commission received a presentation on SB 79 at the May 26, 2026 meeting.

CEQA RECOMMENDATION: Adoption of the implementing ordinance is not a project under CEQA pursuant to Government Code Section 65912.160(c)(2).

STAFF RECOMMENDATION: Recommend approval to City Council.

REQUESTED ACTION: Approve Planning Commission Resolution No. 2026-07.

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS: ☒ Dare Delano, Assistant City Attorney

☒ Garrett Smith, City Planner



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BACKGROUND

Senate Bill (SB) 79 is a state housing law that overrides local zoning regulations near certain major transit stops to allow for low- and mid-rise residential development. It establishes state-mandated development standards on properties zoned for residential, commercial, or mixed use within a half-mile of qualifying transit-oriented development (TOD) stops, in what is known as the "TOD zone." The law does not apply to sites zoned for industrial development, parks and open space, civic uses, or nondevelopable areas like public rights-of-way and flood control channels. SB 79 went into effect on July 1, 2026, and the California Department of Housing and Community Development (HCD) is charged with overseeing compliance.

Qualifying TOD stops are grouped into two tiers based on the type and frequency of transit service. Tier 1 includes stops served by heavy rail or very high-frequency commuter rail,¹ while Tier 2 includes stops served by light rail, high-frequency commuter rail,² or qualifying bus rapid transit (BRT). In Escondido, the qualifying TOD stops are the two North County Transit District (NCTD) SPRINTER stations, which the San Diego Association of Governments (SANDAG) identifies as high-frequency commuter rail.

The number of trains serving a station daily determines the intensity of the new standards applied. The North County Transit District (NCTD) SPRINTER runs an average of 70 trains per weekday in both directions, placing its stations in Tier 2 under the statute. The applicable state-mandated standards for Tier 2 are shown in the table below.

Tier 2 TOD Stops			
Distance to Stop	Height	Density	Residential FAR
0 feet to 200 feet	85 feet	140 dwelling units per acre (du/ac)	4.0
>200 feet to ¼ mile	65 feet	100 du/ac	3.0
>¼ mile to ½ mile	55 feet	80 du/ac	2.5

Metropolitan Planning Organizations (MPOs), including SANDAG, were charged with developing the official TOD maps for their respective regions. SANDAG issued a draft map on June 18, 2026. Planning Services developed a locally refined TOD map in line with the SANDAG draft map, reflecting the precise coordinates of the pedestrian access points identified by SANDAG using General Transit Feed Specification (GTFS) data as authorized by HCD's "SB 79 Advisory Clarifications on Definitions for Metropolitan Planning Organizations" issued on March 20, 2026. The station access points were then applied to local parcel and zoning data to administer the TOD zones.

Direct Impacts to Escondido

In Escondido, the law applies to two SPRINTER stops: the Escondido Transit Center and the Nordahl Road Station.

¹ A commuter rail service that runs an average of at least 72 trains per weekday across both directions.

² A commuter rail service that runs an average of at least 48 trains per weekday across both directions.



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The Nordahl Road Station TOD zone is minimally impacted, with four qualifying parcels covering approximately two acres, with a theoretical residential development capacity of 212 units. Currently, no residential development is permitted in this area. The affected commercially-zoned properties contain gas stations and convenience stores along Nordahl Road between W Mission Road and State Route 78.

Conversely, the Escondido Transit Center TOD zone is significantly affected, with 480 impacted parcels covering approximately 233 noncontiguous acres. The theoretical residential development capacity of the Escondido Transit Center TOD zone under SB 79 is approximately 22,174 units. This represents a near quadrupling of the existing development capacity of 5,953 units. The majority of the affected properties are already developed and contain existing medium-density multifamily developments, low-density single-family homes, and a mix of commercial buildings.

Qualifiers and Development Standards

SB 79 does not apply automatically to every project within a TOD zone. To utilize the law, a proposal must first qualify as a housing development project, meaning it is solely residential, or mixed use with two-thirds of the project area devoted to residential use. In addition, the project must contain at least five dwelling units.

New development standards established by SB 79 restrict local jurisdictions' ability to set height, density, and residential floor area ratio (FAR) regulations below certain thresholds (e.g., 65 feet in height, 100 du/ac, 3.0 FAR). However, developers do not have to adhere strictly to those standards to take advantage of the law. The minimum density for an SB 79 project is 30 du/ac. In addition, average unit size is capped at 1,750 net habitable square feet, which is defined as finished, heated, fully enclosed floor area, excluding garages, half-stories, and unfinished attics or basements. Standards such as these ensure developers cannot use the law to build low-density projects on commercial properties.

Affordability Requirements and Protections

The law established a new base density for impacted parcels. As a result, projects remain eligible for density bonus on top of the upzoning. Any proposed project of five or more units could potentially initiate Density Bonus Law provisions. In addition, per the law, projects over 10 units are required to meet certain affordability requirements including:

- 7 percent of units dedicated to extremely low-income households;
- 10 percent to very low-income households; or
- 13 percent to lower-income households.

Furthermore, an SB 79 project that otherwise qualifies under Density Bonus Law and achieves at least 75 percent of the applicable SB 79 density is eligible for additional incentives and concessions based on the affordability level of below-market-rate units. These include:

- One additional incentive/concession for providing lower-income housing;
- Two additional incentives/concessions for providing very low-income housing; or
- Three additional incentives/concessions for providing extremely low-income housing.

The law also includes demolition and anti-displacement protections that restrict redevelopment of certain properties with existing housing. Projects cannot be located on sites containing more than two units where the project requires demolition of housing subject to rent or price control that has been occupied by tenants within the last seven years, or on a site where more than two such units were demolished within the past seven years.



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Additionally, projects must comply with replacement housing law that requires protected units removed from a site to be replaced, at equivalent affordability levels, so the project does not result in a net loss of affordable housing.

Environmental Review

SB 79 does not create a separate California Environmental Quality Act (CEQA) exemption or a new ministerial approval process. Projects may qualify for streamlined ministerial approval only if they satisfy Government Code Section 65912.159(a) and the objective eligibility requirements of Government Code Section 65913.4. Projects not using that process remain subject to the City's standard development review process, Government Code Section 65589.5, and CEQA review where required.

SB 79 Exceptions

SB 79 provides certain exceptions to facilitate phased implementation or permanent exemption of sites not suited for transit-oriented development. These include the following:

Phased Implementation – Government Code § 65912.161(b)

The law allows a city to temporarily delay the law's default application on specific site types and zones. The exclusions would remain in effect until one year after adoption of a jurisdiction's seventh cycle Housing Element. Escondido's Housing Element is due to HCD on June 15, 2031, meaning the exclusions would expire by approximately mid-2032. These interim measures apply to some sites and zones that already allowed a substantial share of SB 79 capacity prior to the law taking effect, including low-resource neighborhoods, sites that contain historic resources on the local register, and areas within very high fire hazard severity zones or that are vulnerable to sea level rise.

Escondido's TOD zones do not contain any mapped areas subject to the identified environmental risks. While most of Escondido's TOD zones fall within low resource areas, their underlying zoning did not allow for the requisite capacity needed to qualify for these interim carveouts. However, the Escondido Transit Center TOD zone covers parcels that contain registered historic resources, and staff seeks to delay implementation of the law on those sites.

Exemptions – Government Code § 65912.160(e)

SB 79 also provides two direct local exemption categories. First, a local government may exempt sites within one-half mile of a qualifying transit stop where it finds, supported by substantial evidence, that no walking path of less than one mile exists from the site to the stop. Certain sites in the Escondido Transit Center TOD zone qualify for this exemption. Second, a locality with 15 TOD stops may designate an industrial area of at least 250 acres as an industrial employment hub and exempt qualifying sites within that area. The second category does not apply to the City. These are the statute's clearest exclusions and must be established through a local implementing ordinance.

TOD Alternative Plan – Government Code § 65912.161(a)

The law allows a local government to adopt a local Transit-Oriented Development Alternative Plan (TODAP), a comprehensive plan to redistribute development capacity amongst sites in TOD zones, so long as the plan maintains the overall capacity required by the statute. The plan may not reduce the allowed density or residential FAR on any site by more than 50 percent or increase these standards by more than 200 percent. A TODAP is a significant undertaking that would require extensive modeling, mapping, and public outreach. Staff is not recommending adoption of a TODAP at this time and instead recommends a more targeted implementing ordinance.



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Implementing Ordinance – Government Code § 65912.160(c)

SB 79 allows a city to adopt an implementing ordinance to conform its zoning code to the statute. An implementing ordinance provides the local administrative framework for applying the law, including objective standards, map procedures, eligibility criteria, and exemptions and temporary exclusions. Crucially, a local ordinance is the implementation mechanism for the exemption for TOD zone sites that are not accessible by a walking path of less than one mile.

SUMMARY OF REQUEST

The request is to amend Chapter 33, Zoning, of the Escondido Municipal Code to add Article 81, Transit-Oriented Development Overlay Zone, to implement SB 79 locally. The amendment includes adoption of the related TOD Overlay Zone Map and parcel inventories identifying excluded sites, exempt sites that may become eligible through a development agreement, sites subject to phased implementation, and qualifying sites. Together, these provisions establish the City's local framework for administering SB 79.

Parcels within the mapped TOD zones are organized into the following site types:

- **Excluded Sites:** Parcels, rights-of-way, and other areas that do not qualify because of ineligible zoning. (see Attachment 1b)
- **Exempt Sites:** Parcels with eligible zoning that do not currently qualify because they lack a walking path of less than one mile to the applicable TOD stop. These parcels may become eligible if an applicant enters into a development agreement that facilitates provision of the required walking path access. (see Attachment 1c)
- **Phased Implementation Sites:** Parcels with historic resources where implementation of SB 79 is delayed under the ordinance until prior to one year following adoption of the 7th Cycle Housing Element. (see Attachment 1d)
- **Qualifying Sites:** Parcels where underlying zoning requires application of the state-mandated development standards and that are not excluded, exempt or subject to phased implementation. (see Attachment 1e)

Qualifying Sites: TOD Overlay Zone Map and Parcel Inventory

The TOD Overlay Zone Map identifies the parcels within the mapped TOD zones to which the state-mandated development standards apply. Qualifying sites are parcels within the TOD zones where underlying zoning allows application of those standards and that are not excluded, exempt, or phased under the ordinance. Separate parcel inventories identify excluded sites based on nonqualifying zoning, exempt sites that lack access to the TOD stop via walking path, and sites with historic resources that are subject to phased implementation. Together, the map and parcel inventories provide the City's parcel-level framework for administering the overlay.

Excluded Sites: Ineligible Zoning

Excluded sites are parcels and rights-of-way within the TOD zones that do not have qualifying zoning and are therefore not subject to SB 79 development standards. In the Escondido Transit Center TOD zone, excluded industrial sites are concentrated to the northwest, where many properties are zoned Light Industrial (M-1) or General Industrial (M-2), and the south-southeast, where the West Mercado General subarea of the South Centre City Specific Plan is zoned for industrial use. Civic and open space properties, including City Hall, the California Center for the Arts, Grape Day Park, and Westside Park, are also excluded. In the Nordahl Road Station TOD zone, all but four commercially-zoned parcels within the city qualify. The remaining Escondido parcels are industrial and



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excluded, while parcels outside the City's jurisdiction are not subject to the City's overlay. In both TOD zones, all public rights-of-way and flood control channels are also excluded.

Exempt Sites: Walking Path Exemption

The walking path exemption demonstrates a recognition that transit-oriented development requires safe and equitable access to transit. The purpose of SB 79 is not simply to measure distance on a map, but to facilitate housing in places where residents can realistically reach transit without using a motorized vehicle. For that reason, the City's approach treats a walking path as a lawful, public pedestrian route, not a theoretical path that requires walking in a roadway, drainage ditch, private property, or in areas that lack sidewalks or crosswalks.

This approach also supports the City's obligations under the Americans with Disabilities Act (ADA). Under the federal Pedestrian Right-of-Way Accessibility Guidelines (PROWAG) and Caltrans Design Information Bulletin (DIB) 82-06 that implements the 2010 ADA Standards for Accessible Design, pedestrian routes in the public right-of-way, including sidewalks, crossings, curb ramps, and transit stop connections, must be accessible to and usable by people with disabilities. Accordingly, the ordinance does not treat a route as a qualifying walking path if it is nonexistent, unlawful, materially obstructed, or inaccessible to pedestrians who rely on wheelchairs or other mobility assistance devices.

The proposed implementing ordinance establishes uniform, objective criteria for determining whether a qualifying walking path exists. A route must be less than one mile in length, legally available for public pedestrian travel, continuous, accessible, and physically usable. The criteria also account for missing sidewalk segments, barriers, unlawful crossings, and other conditions that materially prevent continuous pedestrian passage. These criteria ensure that assessment of whether a qualifying walking path exists recognizes both physical connectivity and accessibility. This approach is intended to make the exemption evidence-based, repeatable, and administrable by staff.

Staff's analysis identified portions of the Escondido Transit Center TOD zone where parcels fall within one-half mile of the station by straight-line distance, but lack a lawful pedestrian route under one mile to the transit stop. These areas are not well-suited for transit-oriented development under the statute because the pedestrian connection needed to make the transit relationship functional does not exist. Those sites are identified in the TOD Overlay Zone Map and related parcel inventories that support the ordinance. No such sites exist around the Nordahl Road Station, as walking paths connect the four qualifying parcels to the transit stop.

Phased Implementation Sites: Historic Resources Temporary Exclusion

The proposed ordinance also applies SB 79's phased implementation provisions to properties on the Escondido Local Register of Historic Resources as of January 1, 2025. Staff identified approximately 15 such properties within the TOD zone. These sites are identified on the phased implementation parcel inventory and map accompanying the ordinance. As detailed above, the exclusion would remain in effect until approximately mid-2032, barring any adjustments to Housing Element cycle timing.

Locally registered historic properties are already subject to the City's local preservation framework and, in some cases, Mills Act contracts. Staff recommends phasing implementation on these sites to protect their historic significance while preserving future housing opportunity after the statutory exclusion period ends. The delay gives the City time to evaluate how SB 79 development standards should interact with existing historic preservation requirements through future planning, zoning, or preservation work.



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Becoming Eligible: Development Agreements

The ordinance is structured to avoid permanently excluding sites that can reasonably become eligible in the future. If a site is not subject to SB 79 solely because no qualifying walking path exists, and the applicant seeks to utilize the law for development, a development agreement may be approved by the City Council to secure the pedestrian improvements needed to qualify. The development agreement would require the design, funding, construction and public accessibility of the required walking path before the site becomes eligible. A certificate of occupancy may not be issued until the walking path is completed in accordance with applicable standards and available for public pedestrian use.

PROJECT ANALYSIS

1. General Plan Conformance

The proposed Zoning Code amendment is consistent with the General Plan, including Chapter II Land Use and Community Form and Chapter III Mobility and Infrastructure. The Land Use and Community Form chapter directs growth to the urban core and transportation corridors (Community Character Policy 1.9) and establishes overlays, zoning tools, and development standards to implement that pattern (Community Character Policy 1.3, Land Use Zoning Policies 2.2 and 2.4). Article 81 applies these implementation mechanisms to the TOD zones.

It is further consistent with policies governing coordination between land use and infrastructure capacity. The TOD zones span multiple Specific Plan areas, and Specific Planning Area Policy 11.6(g) requires development be supported by adequate infrastructure. In the Mobility and Infrastructure chapter, Water System Policy 12.5, Wastewater Policy 13.3 and 13.5, and Storm Drainage Policy 14.5 require development to provide or fund infrastructure improvements, support planned intensities, and demonstrate capacity to serve growth. Article 81 applies this framework through objective infrastructure capacity review.

The amendment is also consistent with mobility and access policies. Complete Streets Policies 2.1 and 2.3 require an interconnected multimodal system integrated with land use, Street Network Policy 7.7 requires analysis of traffic and infrastructure impacts, and Transit System Policies 5.7 and 5.8 require development to provide access to and support transit. These policies align with Article 81 standards for access, circulation, and infrastructure supporting increased development intensity.

2. Zoning and Specific Plan Conformance

The proposed amendment conforms with the Zoning Code by adding Article 81 as a targeted overlay implementing Government Code sections 65912.155 through 65912.162. Article 81 establishes objective standards, map and parcel inventory procedures, walking path criteria, public improvement requirements, and phased implementation, while preserving underlying zoning to the extent allowed by law. Its limited use of a development agreement mechanism for pedestrian access is consistent with Article 58, Development Agreements. The required Zoning Code amendment findings under Article 61, Division 4, Section 33-1263, are provided in Exhibit "A."

The amendment also maintains consistency with applicable specific plans established under Article 18, Specific Plan (S-P) Zone. The Downtown Specific Plan, Chapter II, establishes land use districts and permits high-density residential development in the vicinity of the Escondido Transit Center. The South Centre City Specific Plan, Chapter IV, establishes the land use map, subarea framework, and permitted land uses, including in the West Mercado district south of the transit center where most properties are intended for industrial development. Those provisions remain applicable except where superseded by state law or Article 81.



CITY of ESCONDIDO

STAFF REPORT

3. Climate Action Plan Consistency

The proposed amendment does not itself establish consistency with the City's 2021 Climate Action Plan (CAP), because the CAP's greenhouse gas (GHG) projections and reduction measures were developed for General Plan buildout assumptions rather than the additional capacity enabled by SB 79. CAP Strategy 3, "Reduce Vehicle Miles Traveled" (VMT), remains relevant because it promotes transit use and active transportation, but transit-oriented development may improve location efficiency without reducing total citywide VMT or GHG emissions if it enables units beyond CAP assumptions.

Consistency with the CAP must therefore be determined at the project level. Under the City's CAP Consistency Review Checklist, multifamily projects above the 55-unit screening threshold must implement applicable CAP reduction measures or prepare project-specific GHG analysis, including any required VMT analysis, if they exceed CAP assumptions. Projects developed pursuant to SB 79 would also remain subject to applicable Title 24 Building Energy Efficiency Standards and the California Green Building Standards Code (CALGreen), which regulate energy efficiency and green building requirements.

FISCAL ANALYSIS

The ordinance and recommended action to implement SB 79 are in response to an unfunded state mandate and have no direct fiscal impact.

ENVIRONMENTAL ANALYSIS

Pursuant to Government Code Section 65912.160(c)(2), adoption of an ordinance to implement SB 79 is not a project for purposes of CEQA, Division 13, commencing with Section 21000, of the Public Resources Code, and is therefore not subject to CEQA.

PUBLIC INPUT

City staff noticed the Zone Text Amendment in accordance with Article 61, Division 6 of the Escondido Zoning Code and Government Code Section 65854. In addition to the required public notice, direct mailed notice was provided to owners and occupants of all Escondido parcels in the Escondido Transit Center and Nordahl Road Station TOD zones. The notice, mailing list, and proof of mailing are included in the administrative record. As of the time the staff report was prepared, no public comments have been received on this item.

CONCLUSION AND RECOMMENDATION

SB 79 is now in effect and impacts areas in proximity to Escondido's SPRINTER stations. The proposed ordinance provides a local framework for administering the law by identifying affected parcels, establishing map and eligibility procedures, applying required state development standards, and using only those exemptions and phased implementation tools expressly authorized by the statute.

Staff recommends an implementing ordinance because it is a more efficient enactment tool than a TOD Alternative Plan at this time. The ordinance focuses on immediate local implementation, including the exemption for sites without a walking path of less than one mile and temporary exclusion of properties containing locally registered historic resources.

Staff recommends that the Planning Commission adopt the attached resolution recommending that the City Council adopt the local implementing ordinance, related findings, TOD Overlay Zone Map, and parcel inventories, and direct staff to submit the ordinance to HCD as required by state law.



CITY of ESCONDIDO

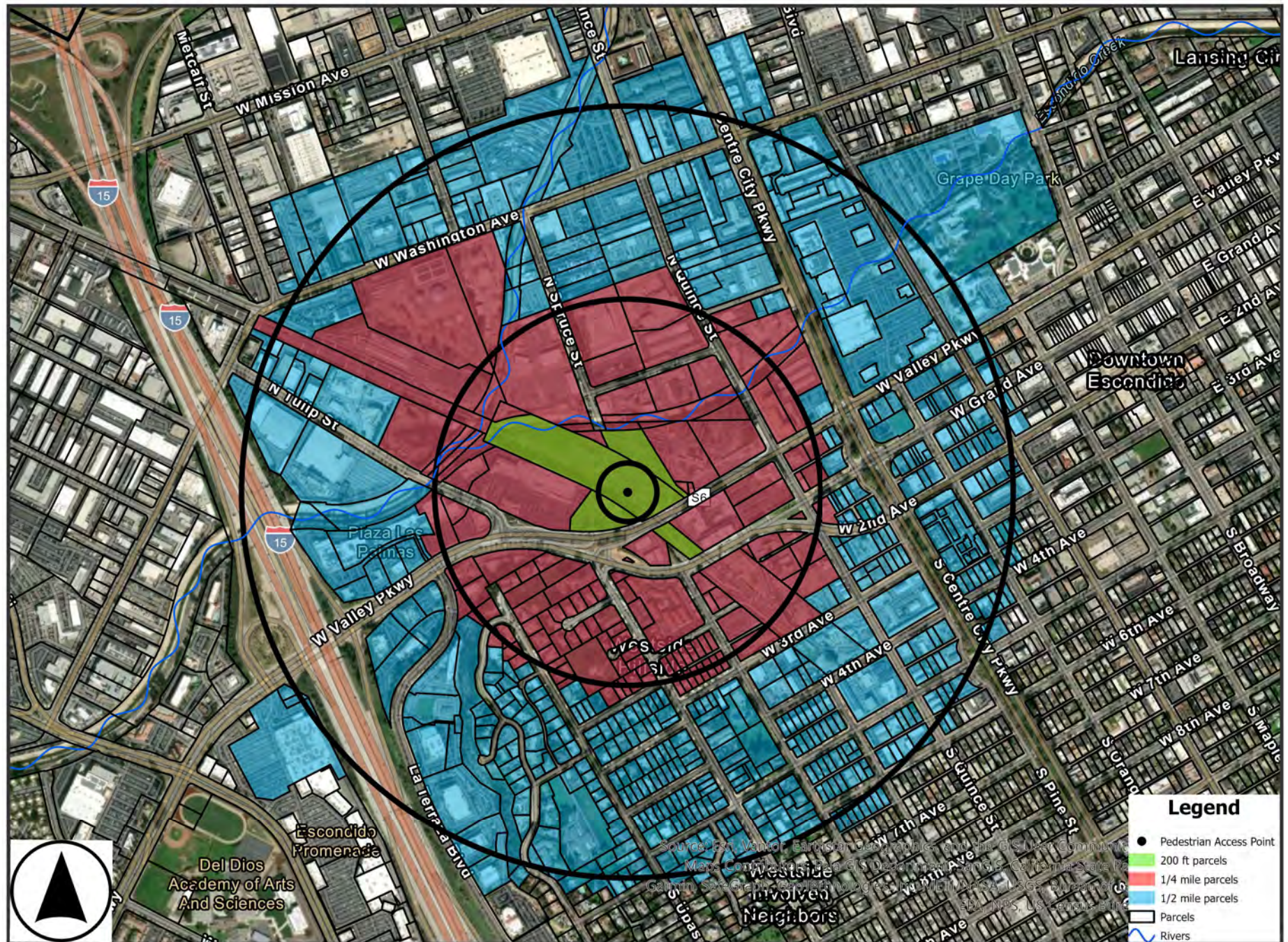
STAFF REPORT

ATTACHMENTS

1. Attachment 1 – Maps
 - a. Full Extent of TOD Zones
 - b. Excluded Sites
 - c. Exempt Sites
 - d. Phased Implementation Sites
 - e. Qualifying Sites
2. Attachment 2 – Planning Commission Resolution No. 2026-07
 - a. Exhibit “A” – Findings of Fact/Factors to Be Considered
 - b. Exhibit “B” – Article 81 Transit-Oriented Development Overlay Zone
 - c. Exhibit “C” – TOD Overlay Zone Maps
 - i. Escondido Transit Center
 - ii. Nordahl Road Station
 - d. Exhibit “D” – Parcel Inventories
 - i. Qualifying Parcels
 - ii. Excluded Parcels
 - iii. Exempt Parcels
 - iv. Phased Implementation Parcels

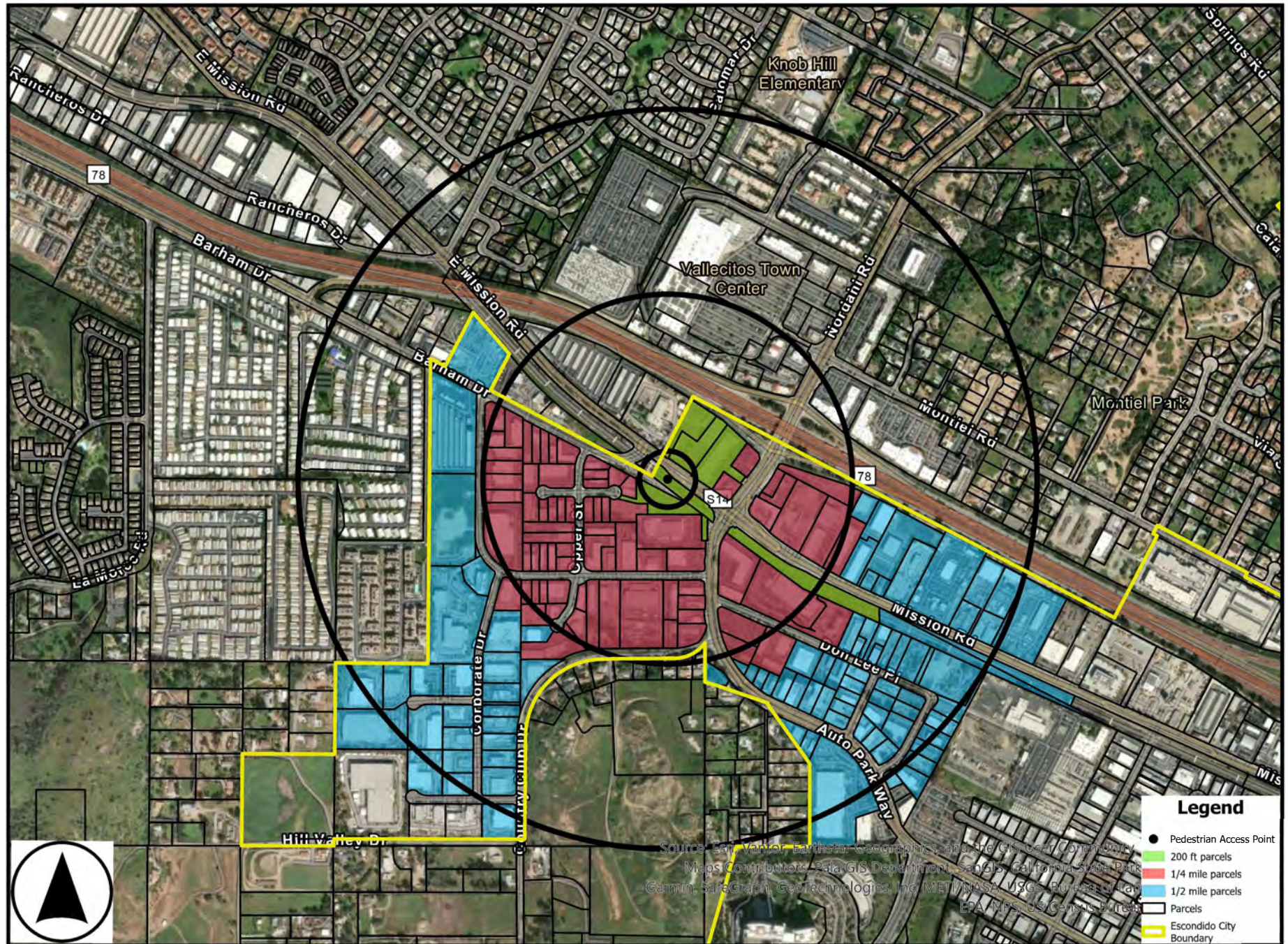
Escondido Transit Center: Full Extent

Item10.



Nordahl Road Station: Full Extent

Item10.



Attachme

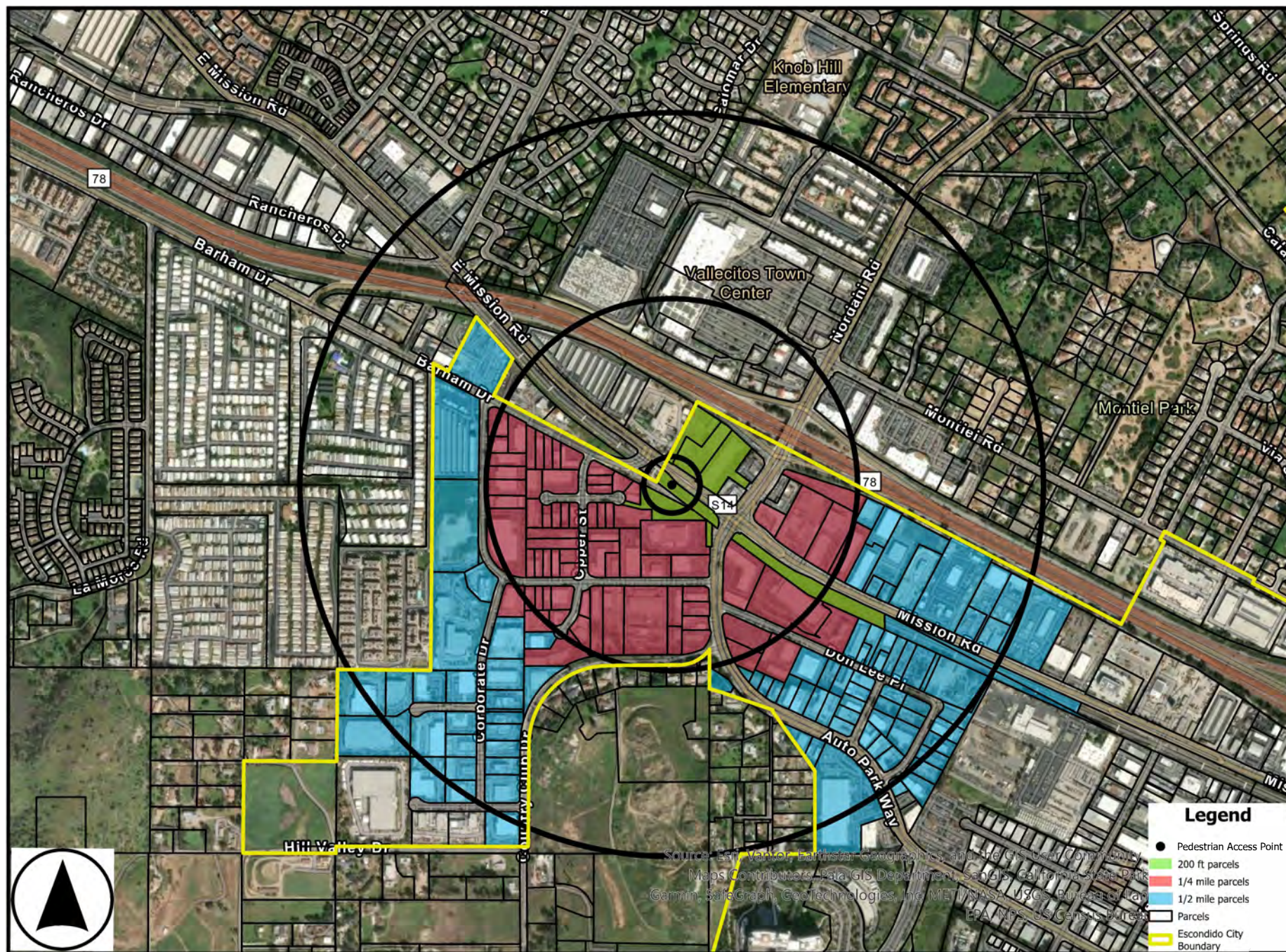
Item10.



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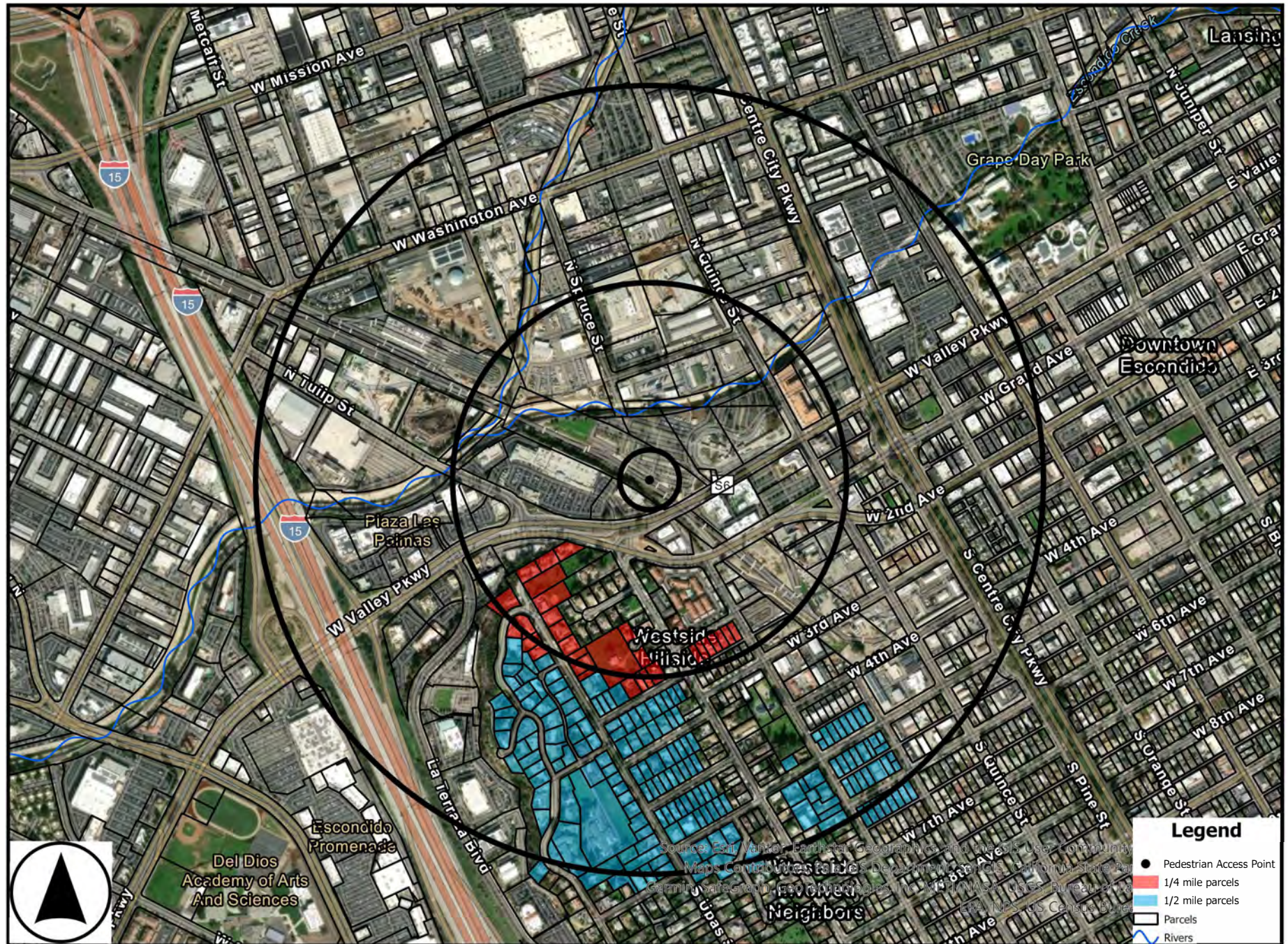
Nordahl Road Station: Excluded Sites

Item10.



Escondido Transit Center: Exempt Sites

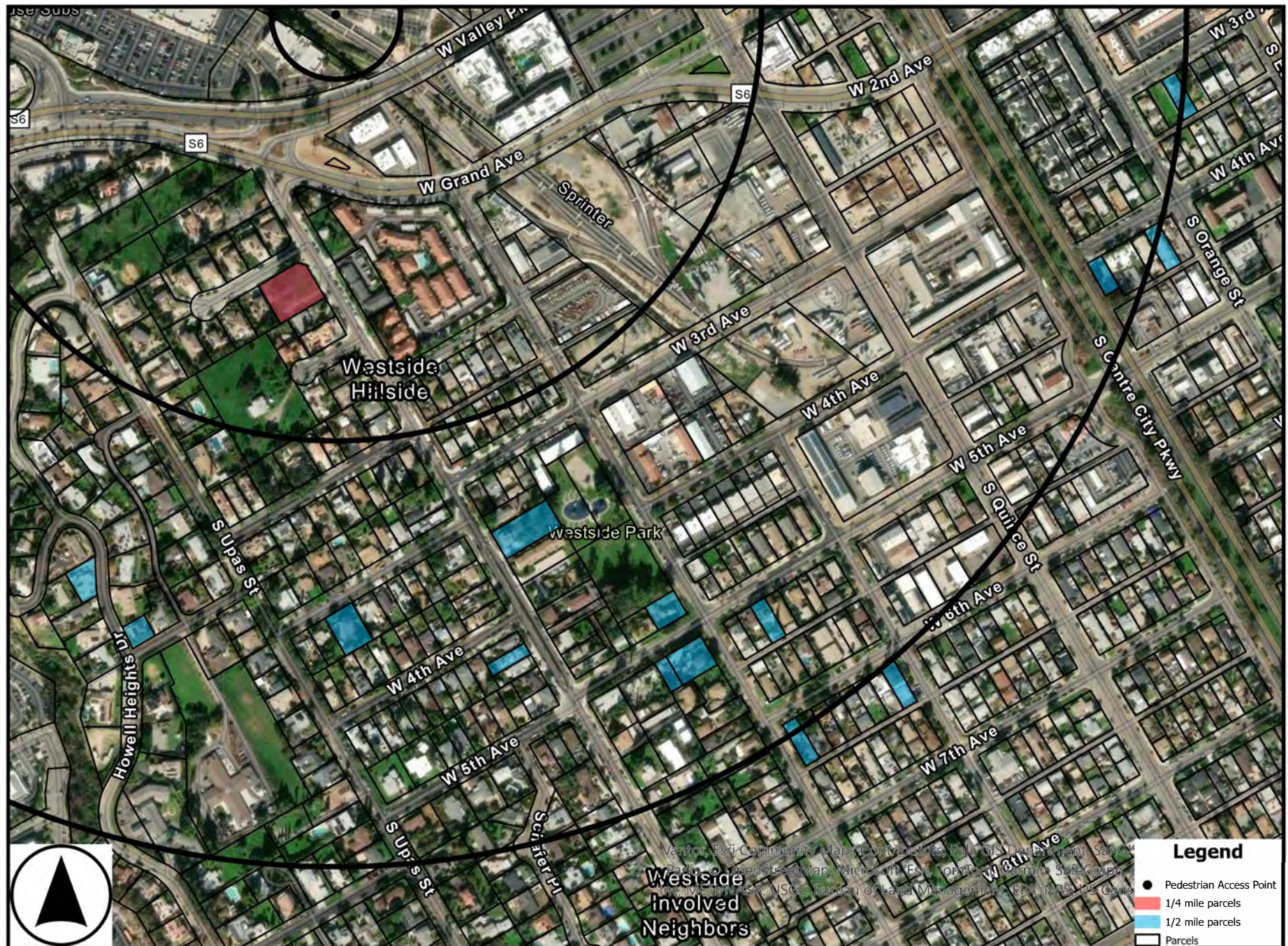
Item10.



0 0.25 Miles

Escondido Transit Center: Phased Sites

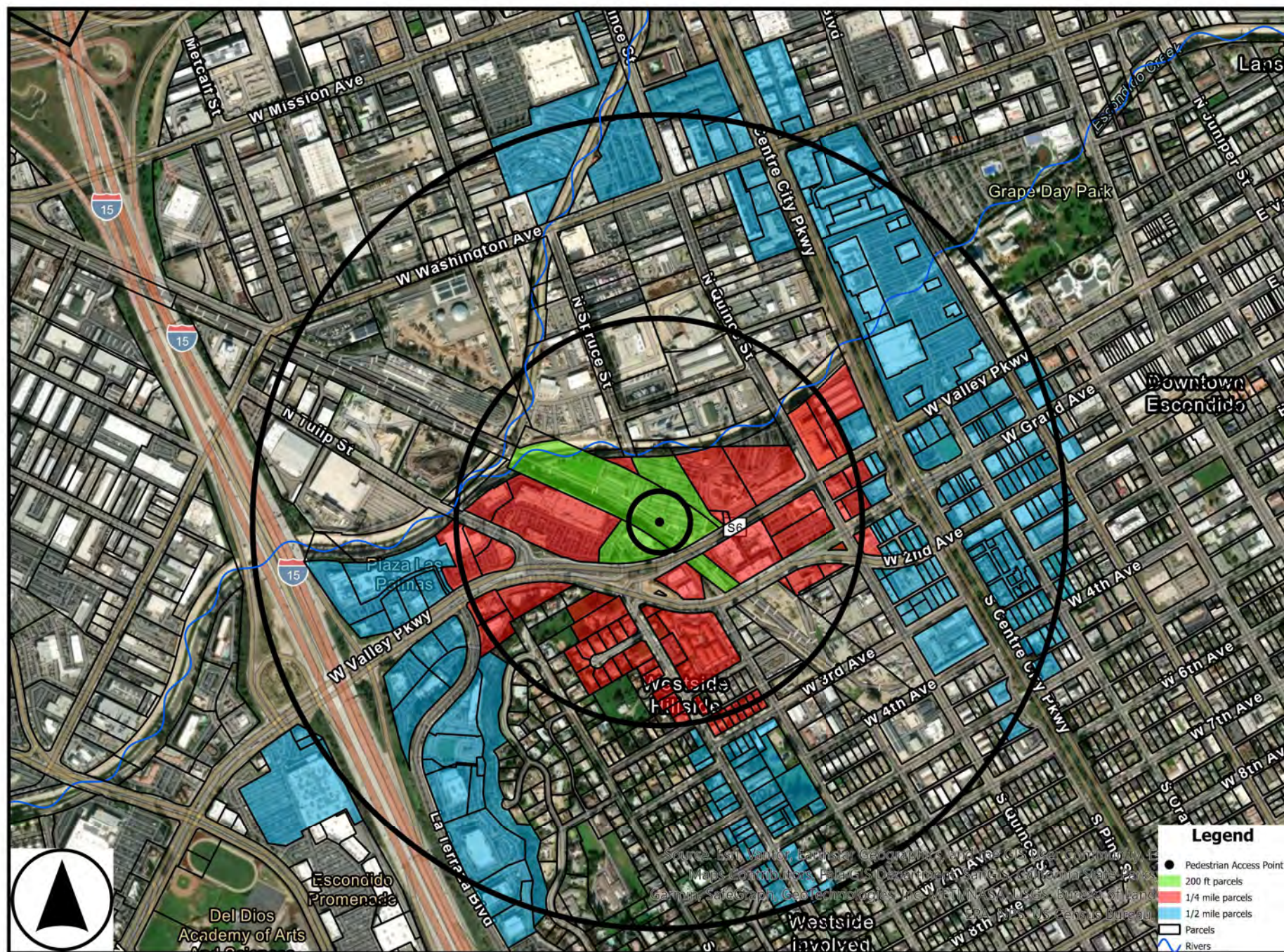
Item10.



0 0.25 Miles

Escondido Transit Center: Qualifying Sites

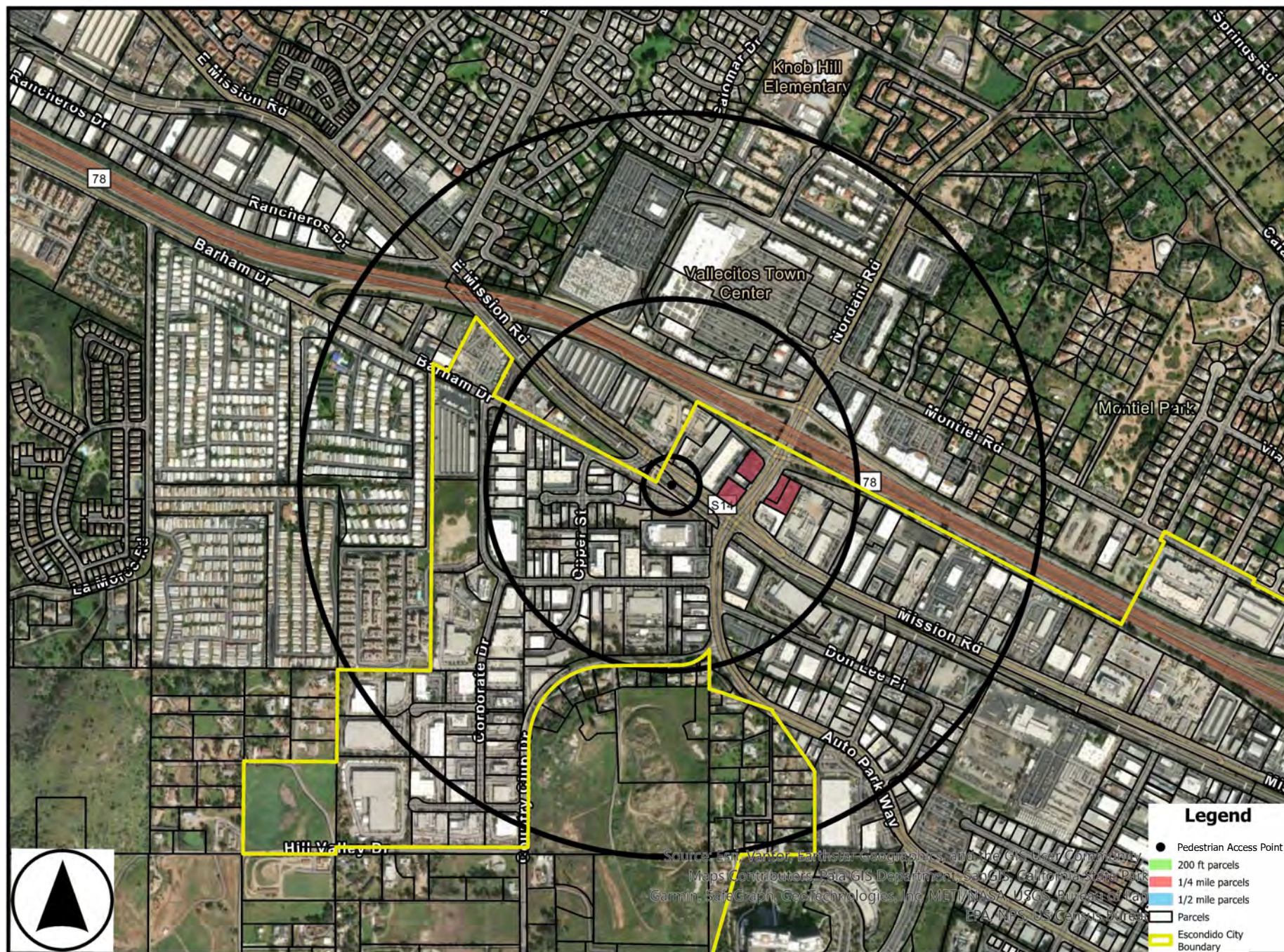
Item10.



0 0.25 Miles

Nordahl Road Station: Qualifying Sites

Item10.



0 0.25 Miles

Planning Commission

Hearing Date: August 11, 2026

Effective Date: August 11, 2026

PLANNING COMMISSION RESOLUTION NO. 2026-07

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF ESCONDIDO, CALIFORNIA,
RECOMMENDING CITY COUNCIL ADOPTION OF
ORDINANCE NO. 2026-15 IMPLEMENTING SENATE
BILL 79 (2025)

APPLICANT: City of Escondido

CASE NO: PL26-0140

WHEREAS, the Legislature of the State of California has, in Article XI, Section 7 of the California Constitution, conferred upon local governments the authority to adopt regulations to protect and promote the public health, safety and general welfare of its citizens; and

WHEREAS, on October 10, 2025, California Governor Gavin Newsom signed Senate Bill 79 (SB 79) into law, amending Division 1 of Title 7 of the California Government Code to add Chapter 4.1.5, commencing with Section 65912.155. The law became effective on July 1, 2026; and

WHEREAS, Government Code Section 65912.157 makes qualifying transit-oriented housing development projects an allowed use on eligible sites within one-half mile of a TOD stop and establishes applicable development standards, and Government Code Section 65912.159 governs whether such projects proceed under streamlined ministerial review under Government Code Section 65913.4 or through the City's otherwise applicable development review process, subject to Government Code Section 65589.5, with conflicting local zoning standards inapplicable; and

WHEREAS, based on the definitions in Government Code Section 65912.156 and the California Department of Housing and Community Development's SB 79 Advisory Clarifications on Definitions for Metropolitan Planning Organizations dated March 20, 2026, the qualifying TOD stops in the City of Escondido are the two North County Transit

District (NCTD) SPRINTER passenger rail stations at the Escondido Transit Center and Nordahl Road Station, which meet the definition of Tier 2 stops; and

WHEREAS, Government Code Section 65912.160(f) requires each metropolitan planning organization to map qualifying TOD stops within its region, and the City's TOD Overlay Zone Map is informed by SANDAG's SB 79 regional mapping products, including the Draft SB 79 Transit-Oriented Development Map and any final, updated, corrected, replacement, or successor mapping products considered by the City, together with the City's parcel-level analysis and the administrative record; and

WHEREAS, based on the TOD Overlay Zone Map, applicable zoning, parcel-level analysis, and the administrative record, the parcels identified in Exhibit "D.i" – Qualifying Parcel Inventory are the parcels where the TOD Overlay Zone applies and where the development standards established by Government Code Section 65912.157 apply, except as otherwise provided by state law or the overlay; and

WHEREAS, parcels located within the one-half-mile "TOD zones" that are not zoned for residential, mixed, or commercial development, as identified in Exhibit "D.ii" – Excluded Parcel Inventory, are not eligible for application of Government Code Chapter 4.1.5, including industrially zoned properties in the Light Industrial (M-1), General Industrial (M-2), Industrial Office (I-O), and West Mercado General areas; park, open space, and civic sites including Westside Park, the California Center for the Arts Escondido, Grape Day Park, and City Hall; public rights-of-way; flood control channels; and properties outside the City of Escondido's jurisdictional boundaries; and

WHEREAS, Government Code sections 65912.157(a)(1) and (2) require projects subject to Government Code Section 65912.157 to meet specified development standards related to minimum unit count, average unit floor space, and minimum density; and

WHEREAS, Government Code Section 65912.157(a)(6) prohibits local governments from imposing a height limit less than 55 feet, maximum density of less than 80 units per acre, or residential floor area ratio of less than 2.5 for a housing development project further than one-quarter mile but within one-half mile of a Tier 2 TOD stop; and

WHEREAS, Government Code Section 65912.157(a)(5) prohibits local governments from imposing a height limit less than 65 feet, maximum density of less than 100 units per acre, or residential floor area ratio of less than 3.0 for a housing development project further than 200 feet but within one-quarter mile of a Tier 2 TOD stop; and

WHEREAS, Government Code sections 65912.156(a) and 65912.157(e) prohibit local governments from imposing a height limit less than 85 feet, maximum density of less than 140 units per acre, or residential floor area ratio of less than 4.0 for a housing development project within 200 feet of a Tier 2 TOD stop; and

WHEREAS, Government Code Section 65912.160 authorizes a local government to adopt an implementation ordinance to make its zoning code consistent with SB 79, including objective standards, conditions, and policies that do not physically preclude SB 79 development standards and further authorizes limited exemptions, where supported by findings with substantial evidence; and

WHEREAS, portions of the TOD zones lack pedestrian infrastructure or right-of-way and require trespass or encroachment into the vehicular travel lane to traverse, rendering them inaccessible, unsafe, or unlawful for pedestrian travel; and

WHEREAS, Government Code Section 65912.160(e)(1) authorizes the City to identify areas within one-half mile of a qualifying TOD stop where substantial evidence establishes no walking path of less than one mile exists from that location to the TOD stop; and

WHEREAS, the City conducted an in-depth assessment of the pedestrian network to identify, prioritize, and address deficiencies through the Comprehensive Active Transportation Strategy (CATS), including sidewalk gap analysis, and utilized that assessment, together with parcel-level review and other evidence in the administrative record, to support the walking path exemption determinations under Government Code Section 65912.160(e)(1). Utilizing this data, the City developed a TOD Overlay Zone Map to evaluate sites eligible for exemption under the law; and

WHEREAS, the subject TOD Overlay Zone implements SB 79 while ensuring that “walking path” determinations consider whether a route is a continuous, safe, unobstructed, and accessible path of travel materially usable by all pedestrians, including wheelchair and other mobility assistance device users; whether it is the shortest practicable lawful public pedestrian route from the parcel to the TOD stop; whether any missing segments, unlawful crossings, or other barriers exist; and whether it avoids trespass on private property or encroachment into vehicular, bicycle, railroad, drainage, or unimproved areas; and

WHEREAS, the City has independent obligations under the Americans with Disabilities Act (ADA) to ensure that pedestrian access to public services, including public transportation stops, is accessible to, usable by, and safe for all pedestrians, including people with disabilities, and may not treat a nonexistent, unlawful, or materially unusable route as a qualifying walking path;¹ and

WHEREAS, the City is obligated to use its planning, engineering, and regulatory authority to provide a street network that safely and efficiently accommodates all roadway users, including pedestrians, whether or not they use a mobility aid; and

WHEREAS, the City has developed a methodology to identify sites for which no walking path of less than one mile exists from the site to the applicable qualifying TOD stop and, based on substantial evidence in the administrative record, has identified the sites shown in Exhibit “D.iii” – Exempt Parcel Inventory as not subject to Article 81 and Government Code Section 65912.157, pursuant to Government Code Section 65912.160(e)(1); and

WHEREAS, determinations of compliance with Government Code Section 65912.160(e)(1) shall be consistent with applicable accessibility requirements, including Caltrans Design Information Bulletin (DIB) 82-06² that implements the 2010 ADA Standards for Accessible Design,³ and the federal Public Right-of-Way Accessibility

¹ 42 U.S.C. § 12132; 28 C.F.R. §§ 35.102(a), 35.150(a)(1), (b)(1); 49 C.F.R. § 37.9

² Pedestrian Accessibility Guidelines for Highway Projects

³ 28 C.F.R. § 35.151 and 36 C.F.R. part 1191, appendices B and D

Guidelines (PROWAG)⁴ that establish requirements to ensure sidewalks, crosswalks, and other pedestrian infrastructure is accessible to people with disabilities; and

WHEREAS, in developing the definitions and objective methodology used to determine whether a walking path of less than one mile exists, the City relied on standardized, administrable definitions reflected in guidance from the California Department of Housing and Community Development (HCD) for other housing and sustainability programs, including the Multifamily Housing Program Round 3 Final Guidelines dated February 13, 2025 for “walkable route,”⁵ the Affordable Housing and Sustainable Communities Round 10 Program Guidelines dated February 25, 2026 for “pedestrian access route” and “safe and accessible walkway,”⁶ and the Affordable Housing and High Road Jobs Act of 2022 Draft Guidelines dated May 5, 2026 for “sidewalk”;⁷ and

WHEREAS, as allowed by Government Code Section 65912.161(b)(1), this ordinance phases implementation of SB 79 on sites with locally designated historic resources identified in Exhibit “D.iv” – Phased Implementation Parcel Inventory until prior to one year following adoption of the seventh revision of the City’s General Plan Housing Element. According to HCD, the City’s seventh revision of the Housing Element is due on June 15, 2031; and

WHEREAS, phasing implementation for sites with locally designated historic resources allows the City to ensure development allowed under the law is consistent with existing historic resource regulations, such as the Mills Act; and

WHEREAS, on March 17, 2026, the Housing Subcommittee of the City Council received a briefing on SB 79 and affirmed staff’s approach to SB 79 implementation, including exempting areas with no walking path of less than one mile to the transit stop and protecting sites with locally designated historic resources; and

⁴ Appendix to 36 C.F.R. part 1190

⁵ HCD Multifamily Housing Program Final Guidelines, Section 7301, Definitions, Feb. 13, 2025

⁶ SGC and HCD Affordable Housing and Sustainable Communities Program Round 10 Program Guidelines, Section 101, Definitions, Feb. 25, 2026

⁷ HCD Affordable Housing and High Road Jobs Act of 2022 Draft Guidelines, Section 102, Definitions, May 5, 2026

WHEREAS, on May 26, 2026, the Planning Commission received a briefing on SB 79 and affirmed staff's approach; and

WHEREAS, Government Code Section 65912.160(d)(3) directs HCD to review local implementation ordinances and provides HCD 90 to 120 days to determine compliance; and

WHEREAS, nothing in this resolution shall be construed to limit the City's authority, under SB 79, including Government Code Section 65912.161, to evaluate, adopt, or incorporate a local transit-oriented development alternative plan or other implementing regulations at a future date, consistent with state law; and

WHEREAS, in considering adoption of this resolution, the Planning Commission has considered all written and oral evidence presented, together with the entire administrative record; and

WHEREAS, the Planning Commission hereby finds that City Council adoption of Ordinance No. 2026-15 to implement SB 79 (Government Code sections 65912.155 through 65912.162, inclusive) is not a project for purposes of the California Environmental Quality Act (CEQA), Division 13, commencing with Section 21000, of the Public Resources Code, pursuant to Government Code Section 65912.160(c)(2), and therefore is not subject to CEQA review; and

WHEREAS, City staff provided public notice in accordance with City and State public noticing requirements, including Government Code Section 65854; and

WHEREAS, on August 11, 2026, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of Planning Services and gave all persons full opportunity to be heard and to present evidence and testimony regarding the activity. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including relevant sections of the Government Code and other written and graphical information;
- b. Oral testimony from City staff, interested parties, and the public;

c. The staff report, dated August 11, 2026, along with its attachments, incorporated herein by this reference as though fully set forth herein, including City staff's recommendation on the request;

d. Additional information submitted during the public hearing; and

WHEREAS, the public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.
2. The proposed ordinance is not a project for purposes of CEQA pursuant to Government Code Section 65912.160(c)(2), and therefore is not subject to CEQA review.
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations attached hereto as Exhibit "A," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.
4. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2026-15 as identified herein and reflected in Exhibit "B" attached hereto.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 11th day of August, 2026, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

BARRY SPEER, Chair
Escondido Planning Commission

ATTEST:

GARRETT SMITH, Secretary of
the Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

ANGEL ESTRADA, Minutes Clerk
Escondido Planning Commission

EXHIBIT "A"**PLANNING CASE NO. PL26-0140****FACTORS TO BE CONSIDERED / FINDINGS OF FACT****Environmental Determinations**

1. For purposes of the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("CEQA"), and the CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 et seq., the City of Escondido is the public agency with principal responsibility for considering and approving the Ordinance.
2. The Ordinance is not a "project" for purposes of CEQA. Government Code Section 65912.160(c)(2) expressly provides that an ordinance enacted pursuant to Government Code Section 65912.160(c)(1) shall not be considered a project under Division 13, commencing with Section 21000, of the Public Resources Code. The Ordinance is adopted pursuant to that authority and establishes local implementation procedures, objective standards, map and parcel inventory procedures, walking path criteria, public improvement provisions, exemptions, and phased implementation provisions for purposes of implementing Government Code sections 65912.155 through 65912.162, inclusive.
3. The Ordinance does not approve, authorize, or commit the City to approve any specific housing development project, physical improvement, public work, private development, funding action, or construction activity. Future applications under Article 81 will be reviewed pursuant to applicable state law, the Escondido Municipal Code, and the objective standards adopted by the Ordinance. The Ordinance therefore constitutes an organizational, administrative, and regulatory action of government that does not itself result in a direct or reasonably foreseeable indirect physical change in the environment.
4. No further environmental review is required for adoption of the Ordinance. The decisionmakers have independently reviewed and considered the entire administrative record, staff report, attachments, technical materials, maps, parcel inventories, applicable state law, any written comments, any oral testimony, and all other evidence presented in connection with the Ordinance, and find that the foregoing environmental determinations are supported by the record.

Zoning Code Amendment Determinations (Escondido Zoning Code Section 33-1263)

1. That the public health, safety, and welfare will not be adversely affected by the proposed change.

The Ordinance will not adversely affect the public health, safety, or welfare. It implements Government Code sections 65912.155 through 65912.162, inclusive, in a clear, objective, and administrable manner while preserving applicable elements of the City's underlying zoning, specific plans, adopted engineering standards, accessibility requirements, and generally applicable development regulations except where state law or Article 81 expressly controls.

The Ordinance promotes the public health, safety, and welfare by identifying where SB 79 applies, where state law authorizes exemptions or temporary exclusions, what development standards apply, and how applications will be reviewed. It further promotes safe and accessible pedestrian access by requiring appropriate frontage improvements and by ensuring that walking path determinations are based on actual, lawful, public, continuous, and materially usable pedestrian routes from an affected site to a qualifying transit-oriented development (TOD) stop.

2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendment.

The Ordinance is a legislative Zoning Code amendment and overlay zone implementation ordinance. It does not approve a project-specific site plan, subdivision, building permit, or discretionary development entitlement. Article 81 applies only to qualifying sites within the applicable TOD geography that are zoned for residential, mixed, or commercial development and are not otherwise excluded, exempted, or subject to temporary exclusion under state law and Article 81.

The Ordinance does not extend SB 79 to industrially zoned land, public rights-of-way, civic or park sites, property outside the City's jurisdiction, and other sites not subject to Government Code sections 65912.155 through 65912.162, inclusive. For parcels within the applicable one-half-mile radius that lack a walking path of less than one mile, Article 81 provides that the parcel is not subject to the overlay unless and until eligibility is established through the development agreement pathway. This ensures that suitability is determined based on actual legal and physical pedestrian access, not straight line proximity alone.

3. That the proposed Zoning Code amendment will not be detrimental to surrounding properties.

The Ordinance will not be detrimental to surrounding properties. Article 81 does not create an unlimited development entitlement; it implements the height, density, residential floor area ratio (FAR), and review standards required by Government Code Section 65912.157 only for qualifying transit-oriented housing developments on eligible sites. The applicable underlying zone, specific plan, and generally applicable objective standards remain in effect except where state law or Article 81 controls.

The Ordinance reduces uncertainty and potential adverse effects by establishing objective application procedures, eligibility documentation requirements, map maintenance procedures, frontage improvement standards, infrastructure standards, walking path criteria, and a development agreement process where off-frontage pedestrian improvements are necessary to establish eligibility. These provisions provide a predictable framework for addressing pedestrian access, frontage conditions, infrastructure needs, dedications, easements, timing, funding, security, and acceptance without relying on subjective or discretionary compatibility standards that could conflict with state law.

4. That the proposed Zoning Code amendment is consistent with the adopted General Plan.

The Ordinance is consistent with the City's adopted General Plan, including Community Character Policies 1.3 and 1.9, Land Use Zoning Policies 2.2 and 2.4, Specific Planning Area Policy 11.6(g), Water System Policy 12.5, Wastewater Policies 13.3 and 13.5, Storm Drainage Policy 14.5, Complete Streets Policies 2.1 and 2.3, Street Network Policy 7.7, and Transit System Policies 5.7 and 5.8. The General Plan supports a balanced land use pattern, infill development, housing opportunities, multimodal access, public infrastructure planning, pedestrian safety, transit access, and a more sustainable and connected urban form. The Ordinance advances those purposes by implementing state law for qualifying transit-oriented housing developments near qualifying TOD stops while preserving the City's ability to apply objective local standards that do not physically preclude the development standards required by Government Code Section 65912.157.

The Ordinance supports land use and community form objectives by directing SB 79 implementation to qualifying residential, mixed-use, and commercial sites near transit. It supports mobility and infrastructure objectives by requiring lawful and accessible walking path improvements and by distinguishing between sites with qualifying pedestrian access and sites that lack a qualifying walking path. It supports housing objectives by allowing qualifying transit-oriented housing development where SB 79 applies.

5. That the proposed Zoning Code amendment does not establish a residential density below seventy percent of the maximum permitted density of any parcel previously zoned R-3, R-4, or R-5.

The Ordinance does not establish a residential density below seventy percent of the maximum permitted density of any parcel previously zoned R-3, R-4, or R-5. It does not downzone any parcel, reduce any existing residential density, or establish a replacement base zoning classification. Instead, it creates a TOD Overlay Zone that implements the minimum height, density, and residential FAR standards required by Government Code Section 65912.157 for qualifying transit-oriented housing developments.

6. That the relationship of the proposed Zoning Code amendment to specific plans is appropriate.

The relationship of the Ordinance to applicable specific plans is appropriate. Article 81 is designed to operate together with the underlying zone and any applicable specific plan. Specific plan provisions, development standards, design standards, and procedures remain in effect except where superseded by Government Code sections 65912.155 through 65912.162, inclusive, or Article 81.

This structure maintains the continued relevance of adopted specific plans while recognizing that state law requires qualifying transit-oriented housing developments to be allowed and reviewed under the standards established by SB 79. Where a specific plan standard conflicts with state law or physically precludes the height, density, residential FAR, or other development standards required by Government Code Section 65912.157, Article 81 provides a clear rule for resolving the conflict. Where no conflict exists, the specific plan continues to apply.

SB 79 Ordinance-Specific Determinations

1. The Ordinance is authorized by Government Code sections 65912.160 and 65912.161 and implements Government Code sections 65912.155 through 65912.162, inclusive.

Government Code Section 65912.160 authorizes a local government to enact an ordinance to make its zoning code consistent with Government Code sections 65912.155 through 65912.162, inclusive. Such an ordinance may include objective development standards, conditions, and policies applying to transit-oriented housing developments where those standards, conditions, and policies are demonstrated by a preponderance of the evidence not to physically preclude, alone or in combination, the applicable housing development standards established by Government Code Section 65912.157.

Article 81 is adopted pursuant to that authority and is structured to avoid physical preclusion of the housing development standards established by Government Code Section 65912.157. Article 81 applies the state-required height, density, and residential

FAR standards to qualifying transit-oriented housing developments; provides that objective local standards apply only to the extent they do not physically preclude those state law development standards; and limits local implementation requirements to objective, administrable standards, conditions, procedures, and project-serving public improvements.

Government Code Section 65912.160 also authorizes a local government to identify areas within one-half mile of a TOD stop where the local government finds, supported by substantial evidence, that no walking path of less than one mile exists. Government Code Section 65912.161 authorizes phased implementation for certain sites, including sites containing historic resources designated as of January 1, 2025, to the extent and for the period allowed by state law.

The Ordinance establishes Article 81 of Chapter 33 of the Escondido Municipal Code to identify sites subject to and not subject to Article 81, recognize statutory exemptions, phase implementation where authorized, maintain the TOD Overlay Zone Map and related parcel inventories, and provide a local administrative framework for processing qualifying transit-oriented housing developments.

2. The Ordinance applies SB 79 where SB 79 applies and preserves only those local implementation tools authorized by state law.

Article 81 applies Government Code sections 65912.155 through 65912.162, inclusive, to qualifying transit-oriented housing developments on sites subject to those provisions. Article 81 does not apply to sites outside the scope of SB 79, sites excluded by state law, sites exempted pursuant to Government Code Section 65912.160, or sites subject to phased implementation pursuant to Government Code Section 65912.161.

Based on substantial evidence in the administrative record, the parcels identified on the TOD Overlay Zone Map and related exempt parcel inventory as lacking a walking path of less than one mile to a qualifying TOD stop are not subject to Article 81 unless and until a qualifying walking path, as defined and regulated by Article 81, exists or is established through required frontage improvements or the development agreement pathway established by Article 81.

The substantial evidence supporting this finding includes, without limitation, the City's Comprehensive Active Transportation Strategy (CATS) and associated sidewalk and crosswalk gaps data, geographic information systems (GIS) mapping, parcel analysis, zoning analysis, right-of-way information, aerial imagery, street view imagery, transit stop and pedestrian access point data, field verification, photographs, sidewalk and crossing condition information, staff analysis, technical exhibits, staff reports, public hearing materials, and all other evidence in the administrative record.

Following adoption, the Director of Development Services, or designee, shall administer Article 81 and make parcel-, site-, project-, walking-path-, and application-specific determinations in accordance with the Ordinance, the TOD Overlay Zone Map, related parcel inventories, applicable state law, adopted City standards, and the administrative record. The Development Services Director, or designee, may determine that a parcel is subject to Article 81 where a qualifying walking path exists, where such a path will be completed through required frontage improvements, or where such a path is established through a recorded development agreement approved pursuant to Article 58. Any corresponding map or inventory update shall be processed as a ministerial administrative update authorized by Article 81.

3. The Ordinance correctly implements the Tier 2 development standards applicable to qualifying transit-oriented housing developments in Escondido.

Based on the best available information in the administrative record, including state law, HCD advisory materials, data and mapping provided by the San Diego Association of Governments (SANDAG), transit stop characteristics, and the City's own mapping and GIS analysis, the two qualifying TOD stops in the city are considered Tier 2 stops. Article 81 implements the Tier 2 development standards established by Government Code Section 65912.157 by applying the required minimum height, density, and residential FAR standards within the applicable distance bands.

For qualifying transit-oriented housing developments within 200 feet of a Tier 2 stop, Article 81 provides that the City shall not impose a height limit less than 85 feet, a maximum density less than 140 dwelling units per acre, or a residential FAR less than 4.0, to the extent required by state law. For qualifying transit-oriented housing developments further than 200 feet but within one-quarter mile of a Tier 2 stop, Article 81 applies the 65-foot, 100-dwelling-unit-per-acre, and 3.0 residential FAR standards. For qualifying transit-oriented housing developments further than one-quarter mile but within one-half mile of a Tier 2 stop, Article 81 applies the 55-foot, 80-dwelling-unit-per-acre, and 2.5 residential FAR standards.

4. The TOD Overlay Zone Map and related parcel inventories are appropriate implementation tools.

The TOD Overlay Zone Map and related parcel inventories are appropriate, objective, and administrable tools for implementing SB 79. The map and inventories identify qualifying TOD stops, applicable distance bands, sites subject to Article 81 (qualifying), sites not subject to Article 81 (excluded), sites that are exempt by the walking path criteria but may become eligible through a development agreement, and sites subject to phased implementation.

The TOD Overlay Zone Map is informed by SANDAG's SB 79 regional mapping products prepared pursuant to Government Code Section 65912.160(f), including the Draft SB 79 Transit-Oriented Development Map and any final, updated, corrected, replacement, or successor mapping products considered by the City, together with the City's parcel-level analysis, zoning data, pedestrian network information, walking path methodology, field verification, and other evidence in the administrative record. This approach is appropriate because SANDAG's regional mapping products identify qualifying TOD stops and TOD zones, while parcel-level eligibility, statutory exemptions, phased implementation, development agreement-based eligibility, and project-level application of Article 81 remain matters for the City to determine in accordance with SB 79, Article 81, the TOD Overlay Zone Map, related parcel inventories, and the administrative record.

Article 81 also provides for ministerial, nondiscretionary map and inventory updates to reflect changes to applicable SANDAG regional mapping products, clerical corrections, parcel changes, City determinations, development agreements, completed improvements, expiration or termination of eligibility, and expiration of phased implementation.

5. The objective local standards, conditions, and policies established by Article 81 are demonstrated by a preponderance of the evidence not to physically preclude, alone or in combination, the housing development standards established by Government Code Section 65912.157.

Based on a preponderance of the evidence in the administrative record, the objective local standards, conditions, and policies established by Article 81 do not physically preclude, alone or in combination, the height, density, residential FAR, or other development standards authorized by Government Code Section 65912.157 for qualifying transit-oriented housing developments on sites subject to Article 81.

Article 81 expressly provides that objective local standards apply only to the extent they do not physically preclude the development standards authorized by Government Code Section 65912.157. It does not impose subjective design review, compatibility findings, discretionary density controls, discretionary height reductions, or open-ended standards that could be used to deny or reduce a qualifying transit-oriented housing development.

The public improvement standards in Article 81 are limited, objective, and tied to the development's frontage, adopted City standards, applicable accessibility requirements, and public facilities necessary to serve the project. Required frontage improvements are ordinary project-serving improvements of the type commonly required to complete frontage conditions and connect a project to existing public infrastructure.

Further, the walking path exemption authorized by Government Code section 65912.160 is a separate statutory basis for determining that certain parcels are not subject to Article

81 where no walking path of less than one mile exists, as supported by substantial evidence in the administrative record. Article 81 preserves this distinction by including a frontage segment exception, which ensures that a site is not treated as lacking a qualifying walking path solely because a frontage improvement is missing or incomplete where the project is required to complete that frontage improvement and completion would connect the site to an otherwise qualifying walking path.

6. The walking path exemption established by Article 81 is authorized by state law, supported by substantial evidence, and based on objective criteria.

Government Code Section 65912.160 authorizes a local government to identify areas within one-half mile of a TOD stop where the local government finds, supported by substantial evidence, that no walking path of less than one mile exists. Article 81 implements that authority by defining a walking path as a lawful, public pedestrian route of less than one mile to the pedestrian access point of the applicable qualifying TOD stop, as determined under the objective standards in Article 81.

Based on substantial evidence in the administrative record, the parcels and areas identified on the TOD Overlay Zone Map and related exempt parcel inventories as lacking a walking path of less than one mile are not subject to Article 81 unless and until a qualifying walking path exists or is established in accordance with Article 81. The substantial evidence supporting this finding includes, without limitation, CATS data and associated sidewalk and crosswalk gaps data, GIS mapping, parcel and zoning analysis, right-of-way information, aerial and street view imagery, transit stop and pedestrian access point data, field verification, photographs, sidewalk and crossing condition information, staff analysis, technical exhibits, staff reports, public hearing materials, and all other evidence in the administrative record.

Article 81 determines whether a lawful, public, continuous pedestrian route exists. A qualifying walking path must be composed of pedestrian facilities lawfully available for public pedestrian travel, including sidewalks, pedestrian paths, shared-use paths, lawful crossings, curb ramps, blended transitions, or equivalent facilities where applicable. Routes that require trespass, passage through private property without a recorded public pedestrian access easement, drainage facilities, unimproved roadway edges or shoulders, railroad areas, vehicular travel lanes, or other areas that are nonpublic or not lawfully open and improved for public pedestrian travel do not constitute walking paths for purposes of Article 81.

This interpretation is consistent with the statutory term "walking path," the pedestrian access purpose of Government Code Section 65912.160, and the City's responsibility to administer SB 79 using objective, lawful, accessible, and administrable criteria. Article 81 applies objective pedestrian facility, legal access, and applicable accessibility criteria, including applicable ADA requirements, Public Right-of-Way Accessibility Guidelines,

Caltrans pedestrian accessibility standards and guidance, and adopted City standards, to determine whether a qualifying public pedestrian route exists. Article 81 does not evaluate subjective walking path quality, comfort, convenience, aesthetics, or neighborhood compatibility.

7. Additional substantial evidence supports the walking path exemption for sidewalk-deficient areas, including the Westside Hillside neighborhood area.

The substantial evidence supporting the walking path exemption includes, but is not limited to, area-specific evidence for neighborhoods in the TOD zone, such as the Westside Hillside neighborhood, where many exempt parcels are located. The City's Comprehensive Active Transportation Strategy (CATS) Sidewalk Gaps GIS layer identifies this area as one of the most sidewalk-deficient areas in the city, with substantial pedestrian network constraints and barriers. Substantial evidence supports the determination that many parcels in this area are within the statutory straight line TOD geography but lack the continuous, lawful, accessible, and public pedestrian facilities necessary to constitute a qualifying walking path of less than one mile to the applicable qualifying TOD stop under Article 81.

The exemption determinations are based on objective facility and access criteria. In applying those criteria, the City considered whether routes contain missing sidewalk segments or require travel along unimproved roadway shoulders or edges, vehicular or bicycle lanes, drainage facilities, railroad areas, private property without public pedestrian access rights, or other areas not lawfully open and improved for public pedestrian travel. Such conditions support the determination that a qualifying walking path does not exist where continuous, accessible pedestrian facilities are absent.

This evidence supplements, and does not limit, the broader administrative record supporting the TOD Overlay Zone Map and related exempt parcel inventories. Parcel-, site-, route-, and project-specific determinations under Article 81 may rely on additional objective evidence, including updated maps, applicant materials, staff review, photographs, right-of-way information, completed improvements, recorded access rights, development agreements, and other evidence relevant to whether a qualifying walking path exists or has been established.

8. The development agreement pathway for sites lacking a qualifying walking path is lawful, appropriate, and consistent with Escondido Municipal Code Article 58.

Article 81 establishes a development agreement pathway for sites that are not subject to Article 81 solely because no qualifying walking path exists. This allows an applicant to establish eligibility by entering into a recorded, enforceable development agreement that secures the design, funding, construction, completion in accordance with applicable

standards, acceptance if required, and opening of the qualifying walking path for public pedestrian use.

The development agreement option does not apply to parcels already subject to Article 81. It applies only where a site is otherwise exempt because no walking path of less than one mile exists, and provides a voluntary mechanism for the property owner or applicant to establish eligibility for SB 79 processing by securing the improvements necessary to create such a path.

The development agreement pathway is consistent with Escondido Municipal Code Article 58 and Government Code sections 65864 through 65869.5. It requires City Council approval, recordation against the property, identification of required improvements and access rights, financial security or other lawful assurances for required improvements, enforceable remedies for default, timing and phasing provisions, map and inventory update provisions, and a fixed term tied to creation of the qualifying walking path. The development agreement terminates upon completion, acceptance if required, and opening of the qualifying walking path for public pedestrian use, or upon expiration of the fixed term if the required improvements are not completed.

9. The phased implementation provisions for designated historic resources are authorized and appropriate.

Government Code Section 65912.161 authorizes phased implementation for certain sites, including sites containing historic resources designated as of January 1, 2025, to the extent and for the period allowed by state law. Article 81 implements that authority by providing that it shall not become operative on parcels identified on the TOD Overlay Zone Map as containing such designated historic resources during the authorized phased implementation period.

The phased implementation provisions allow the City to coordinate SB 79 implementation with existing historic resource regulations, including local historic resource protections, Mills Act contracts, and other applicable requirements, while preserving consistency with state law. During the authorized phase period, affected parcels remain governed by the underlying zone, applicable specific plan, and other generally applicable law. The provisions are limited to the sites and time period authorized by state law and do not create a broader or permanent exemption from SB 79.

10. The Ordinance preserves ministerial review where required by state law.

Article 81 preserves the review pathways required by Government Code Section 65912.159. A project that qualifies for and seeks streamlined ministerial approval shall be processed in accordance with Government Code Section 65913.4. A project proposed pursuant to Government Code Section 65912.157 that is not seeking streamlined approval under Government Code Section 65913.4 shall be reviewed through the City's

otherwise applicable development review process, subject to Government Code Section 65589.5 and other applicable state law, except that any conflicting local zoning standard shall not apply.

This structure preserves ministerial review where applicable, avoids subjective approval findings, and ensures that conflicting local zoning standards do not reduce or physically preclude the development standards required by Government Code Section 65912.157.

11. The Ordinance provides an administrable and transparent record for California Department of Housing and Community Development (HCD) review.

Government Code Section 65912.160 provides for HCD review of enacted local implementation ordinances for substantial compliance. The Ordinance is structured to support that review by identifying its statutory authority, applicable and inapplicable sites, distance bands, objective standards, walking path criteria, exemptions, phased implementation, a development agreement mechanism for establishing walking path eligibility, application review procedures, recordkeeping requirements, and map maintenance procedures.

Article 81 requires records sufficient to support consistent administration and substantial evidence review, including applicant materials, maps, measurements, photographs, field documentation, technical studies, staff determinations, and development agreements.

The Ordinance is structured to substantially comply with Government Code sections 65912.155 through 65912.162, inclusive, because it applies the state law standards where SB 79 applies, limits local standards to objective standards that do not physically preclude required development standards, exempts only areas supported by substantial evidence that no walking path of less than one mile exists, phases implementation only where authorized by state law, preserves state-required review pathways, and provides an enforceable development agreement mechanism for otherwise exempt parcels to become eligible where a qualifying walking path is created.

12. The Ordinance is internally consistent, severable, and in the best interests of the City.

The Ordinance is internally consistent because Article 81 preserves the underlying zone, applicable specific plans, adopted City standards, accessibility requirements, and generally applicable law except where state law or Article 81 controls. It provides rules for resolving conflicts between local standards and Government Code Section 65912.157, and includes map maintenance and administrative update procedures to maintain accuracy over time.

The Ordinance contains severability provisions. If any section, subsection, sentence, clause, phrase, or portion of the Ordinance or Article 81 is held invalid or unconstitutional,

the remaining portions are intended to remain valid and enforceable to the fullest extent allowed by law.

Adoption of the Ordinance is in the best interests of the City. SB 79 applies by operation of state law regardless of whether the City adopts a local implementation ordinance. The Ordinance provides a locally tailored, objective, transparent, and legally supported framework for implementation within Escondido. It identifies applicable sites, preserves the City's ability to apply objective standards that do not physically preclude state law development standards, establishes a defensible walking path methodology, provides an enforceable development agreement mechanism for otherwise exempt parcels to become eligible where a qualifying walking path is created, phases implementation for designated historic resources where authorized, and supports HCD review.

The Ordinance promotes the public health, safety, and welfare by implementing state housing law while ensuring that transit-oriented development is administered in relation to lawful and accessible pedestrian access to qualifying TOD stops. The Ordinance therefore advances state housing objectives, preserves local implementation tools authorized by state law, and provides a clear framework for staff, applicants, decisionmakers, property owners, and the public.

EXHIBIT "B"
PLANNING CASE NO. PL26-0140
ZONING CODE AMENDMENTS

Article 81 (Transit-Oriented Development Overlay Zone) is hereby added to Chapter 33 (Zoning) of the Escondido Municipal Code as follows:

ARTICLE 81
TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE

§ 33-1670. Purpose and intent.

- (a) This article implements Government Code Division 1, Title 7, Chapter 4.1.5, commencing with Section 65912.155, within the City of Escondido.
- (b) This article establishes the Transit-Oriented Development Overlay Zone, objective local standards, map procedures, walking path criteria, public improvement requirements, phased implementation procedures, and a development agreement pathway for qualifying transit-oriented housing developments.
- (c) This article identifies sites subject to this article, sites excluded from this article, exempt sites that lack a qualifying walking path and may become eligible through a development agreement, and sites subject to phased implementation.

§ 33-1671. Definitions.

For purposes of this article, the following terms shall have the meanings set forth below. Terms not defined in this article shall have the meanings set forth in Section 33-8 and Government Code sections 65912.155 through 65912.162, inclusive.

- (a) **"Applicable accessibility requirements"** means applicable state and federal accessibility requirements governing pedestrian facilities in the public right-of-way and accessible pedestrian paths of travel, including applicable Public Right-of-Way Accessibility Guidelines, Caltrans pedestrian accessibility standards, and adopted City standards.
- (b) **"Parcel"** means a unit of real property identified by an assessor's parcel number, recorded parcel or lot, or other City-recognized parcel identifier.
- (c) **"Pedestrian access point"** means the General Transit Feed Specification (GTFS) data point of the applicable qualifying transit-oriented development stop utilized by the San Diego Association of Governments to develop the regional transit-oriented development map, or as otherwise identified on the TOD Overlay Zone Map.

- (d) **“Qualifying transit-oriented development stop”** means a transit stop that qualifies for application of Government Code sections 65912.155 through 65912.162, inclusive, and this article.
- (e) **“Qualifying transit-oriented housing development”** means a housing development project that qualifies for application of Government Code sections 65912.155 through 65912.162, inclusive, and this article.
- (f) **“Site”** means the parcel or parcels included in a proposed housing development project or other determination under this article.
- (g) **“TOD Overlay Zone Map”** means the Transit-Oriented Development Overlay Zone map and related parcel inventories identifying qualifying transit-oriented development stops, distance bands, sites subject to this article, sites excluded from this article, exempt sites that lack a qualifying path that may become eligible through a development agreement, and sites subject to phased implementation.
- (h) **“Walking path”** means a lawful, public pedestrian route of less than one mile from a parcel or site to the pedestrian access point of a qualifying transit-oriented development stop that satisfies Section 33-1676(b).

§ 33-1672. TOD Overlay Zone Map.

- (a) The Transit-Oriented Development Overlay Zone shall be designated on the official zoning map of the City by incorporating the perimeter lines shown on Figure 33-1672.1 and Figure 33-1672.2, describing the boundaries of the overlay area onto the map itself.
- (b) The TOD Overlay Zone Map shall identify:
 - (1) Qualifying transit-oriented development stops;
 - (2) Applicable distance bands of 200 feet, 0.25 miles, and 0.5 miles;
 - (3) Sites subject to this article pursuant to Section 33-1673(a);
 - (4) Sites excluded from this article pursuant to Section 33-1673(b);
 - (5) Exempt sites lacking a qualifying walking path that may become eligible through a development agreement pursuant to Section 33-1676; and
 - (6) Sites subject to phased implementation under Section 33-1677.

Figure 33-1672.1

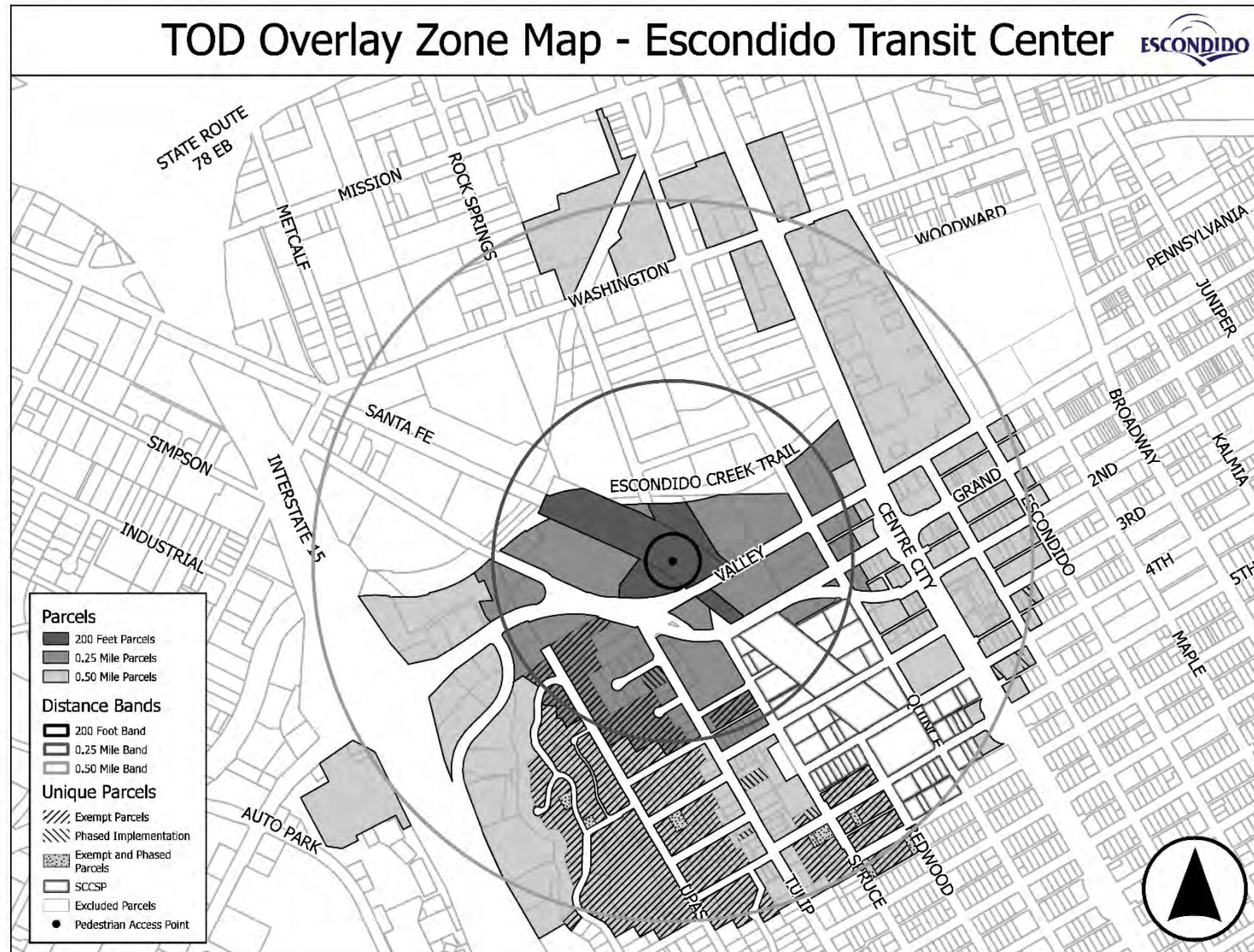
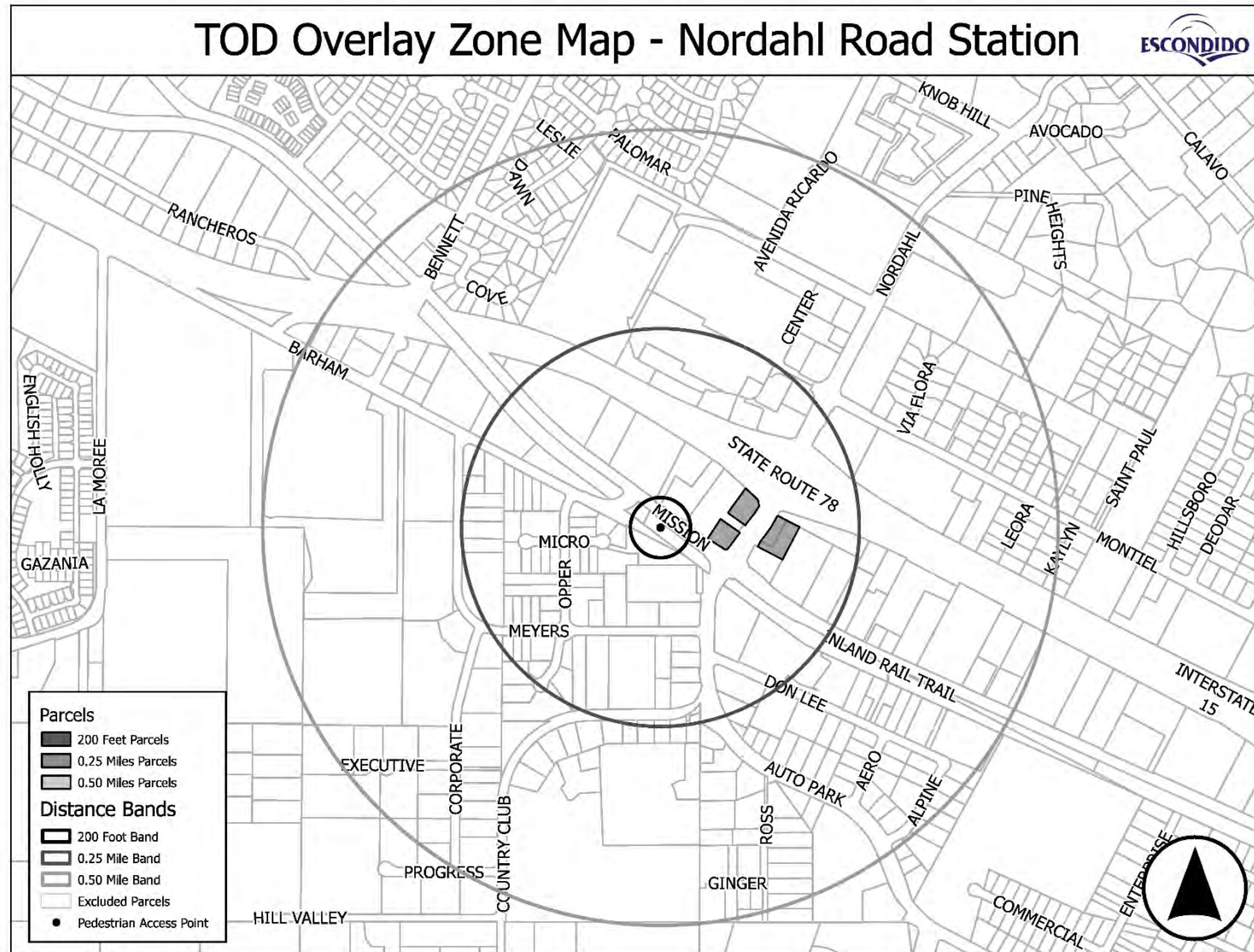


Figure 33-1672.2



§ 33-1673. Applicability and site eligibility.

- (a) **Sites subject to this article.** A parcel or site is subject to this article only if all of the following are satisfied:
- (1) The parcel or site is located within the Transit-Oriented Development Overlay Zone within one-half mile of a qualifying transit-oriented development stop.
 - (2) The parcel or site is zoned for residential, mixed, or commercial development.
 - (3) The parcel or site is not excluded from Government Code sections 65912.155 through 65912.162, inclusive, by state law, including any statutory exclusion, exemption, or limitation applicable to the site or proposed project.
 - (4) The parcel or site is identified on the TOD Overlay Zone Map and on the related parcel inventory identifying sites subject to this article, or is otherwise determined by the Development Services Director, or designee, to satisfy the walking path requirement of this article, unless eligibility is established pursuant to Section 33-1676.
 - (5) The parcel or site is not subject to phased implementation under Section 33-1677, or the applicable phased implementation period has expired.
 - (6) The proposed housing development project satisfies applicable requirements of this article and other applicable law.
- (b) **Sites excluded from this article.** A parcel, site, or proposed housing development project is not subject to this article if one or more applicable requirements in subsection (a) is not satisfied. A parcel or site that is not subject solely because no qualifying walking path exists may become eligible through compliance with Section 33-1676.
- (c) **Eligibility documentation.** An applicant seeking processing under this article shall submit documentation, in a form approved by the Development Services Director, or designee, sufficient to determine:
- (1) Parcel identification;
 - (2) Ownership;
 - (3) Applicant information;
 - (4) Zoning;
 - (5) TOD Overlay Zone Map location;
 - (6) Applicable distance band;
 - (7) Phased implementation status;
 - (8) Walking path route, length, and accessible pedestrian path of travel documentation;
 - (9) Route conditions;

- (10) Supporting photographs or field documentation;
- (11) Compliance with Section 33-1673(a) and the project qualification standards in Section 33-1675(b); and
- (12) Any other objective information reasonably necessary to determine eligibility.

(d) **City determination.**

- (1) The Development Services Director, or designee, shall determine whether a parcel, site, or proposed housing development project is subject to this article.
- (2) The determination shall be based on:
 - (A) The TOD Overlay Zone Map;
 - (B) Related parcel inventories;
 - (C) Applicant documentation;
 - (D) City records;
 - (E) Adopted City standards;
 - (F) Applicable accessibility requirements; and
 - (G) Other objective evidence.

§ 33-1674. Allowed use and permit administration.

- (a) A qualifying transit-oriented housing development shall be an allowed use on any site subject to this article to the extent required by Government Code Section 65912.157.
- (b) A qualifying transit-oriented housing development shall be processed in accordance with Government Code Section 65912.159 and this article.
- (c) If the Development Services Director, or designee, determines that a project qualifies for streamlined ministerial approval under Government Code Section 65912.159(a), the project shall be processed ministerially in accordance with Government Code Section 65913.4.
- (d) If the Development Services Director, or designee, determines that a project qualifies under this article and is proposed pursuant to Government Code Section 65912.157, but is not seeking streamlined approval under Government Code Section 65913.4, the project shall be reviewed pursuant to the City's development review process, Government Code Section 65589.5, and other applicable state law, except that any local zoning standard conflicting with Government Code sections 65912.155 through 65912.162, inclusive, or this article shall not apply.
- (e) The Development Services Director, or designee, shall be the City's reviewing authority for determinations under this article, including site eligibility, walking

path determinations, and application of the TOD Overlay Zone Map and related parcel inventories.

§ 33-1675. Transit-oriented housing development standards.

- (a) This section applies to a qualifying transit-oriented housing development on a parcel or site located within the applicable distance band of a Tier 2 transit-oriented development stop.
- (1) Distances under this section shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to the pedestrian access point for the transit-oriented development stop, as defined by Section 33-1671(c).

Table 33-1675: Transit-Oriented Housing Development Standards			
Site Distance to Transit Stop	Height	Density	Residential Floor Area Ratio
0 feet to 200 feet	85 feet	140 dwelling units per acre	4.0
>200 feet to ¼ mile	65 feet	100 dwelling units per acre	3.0
>¼ mile to ½ mile	55 feet	80 dwelling units per acre	2.5

- (b) **Qualifying transit-oriented housing development standards.** A proposed housing development project qualifies under this article only if the subject project satisfies the following project qualification standards:
- (1) **Minimum unit count and density.** The project shall include at least five dwelling units and provide a residential density of at least 30 dwelling units per acre or the minimum density required by the underlying zoning, whichever is greater.
- (2) **Average unit size.** The average unit size shall not exceed 1,750 net habitable square feet.
- (A) Net habitable square footage means finished floor area in heated habitable space with at least six and one-half feet of vertical headroom.
- (i) It includes working, living, eating, cooking, sleeping, stair, hall, service, and storage areas.
- (ii) It excludes garages, carports, parking spaces, cellars, half-stories, and unfinished attics and basements.
- (3) **Transient lodging.** No portion of the project shall be designated as a hotel, motel, bed and breakfast inn, or other transient lodging, except for:

- (A) A residential hotel; or
 - (B) Lawful resident use or marketing of a unit as short-term lodging after certificate of occupancy.
- (4) **Residential demolition and replacement housing.** A project involving residential demolition shall comply with state replacement housing law as set forth in Government Code sections 65912.157(f)–(h), 66300.5, and 66300.6, as amended.
- (5) **Affordable housing.** A project containing 11 or more units shall provide on-site affordable housing as follows:
- (A) The project shall satisfy one of the following:
 - (i) At least seven percent of total units affordable to extremely low-income households; or
 - (ii) At least 10 percent of total units affordable to very low-income households; or
 - (iii) At least 13 percent of total units affordable to lower income households.
 - (B) Affordability shall be calculated and maintained as follows:
 - (i) Total units include units used to satisfy any inclusionary housing requirement and exclude density bonus units; and
 - (ii) Affordable ownership units shall remain affordable for at least 45 years, and affordable rental units shall remain affordable for at least 55 years.
- (6) **Labor standards.** Any building over 85 feet in height shall comply with applicable state labor standards required by Government Code §§ 65912.157(k) and 65913.4(a)(8).
- (7) **Density bonus and additional concessions.** The project remains eligible for density bonus benefits under Government Code sections 65912.157(d) and 65915.
- (A) The density allowed under Table 33-1675 shall be used as the base density for calculating any density bonus.
 - (B) A project that meets the applicable density threshold in subparagraph (C) and otherwise qualifies under Government Code Section 65915 shall be eligible for the following:
 - (i) One additional concession for lower-income housing; or
 - (ii) Two additional concessions for very low-income housing; or
 - (iii) Three additional concessions for extremely low-income housing.
 - (C) For Tier 2 projects, the density thresholds for additional concessions are:

- (i) 105 dwelling units per acre within 200 feet of a Tier 2 TOD stop;
- (ii) 75 dwelling units per acre more than 200 feet but within one-quarter mile of a Tier 2 TOD stop; and
- (iii) 60 dwelling units per acre more than one-quarter mile but within one-half mile of a Tier 2 TOD stop.

(c) Frontage improvement standards.

- (1) Objective local standards applicable to the project shall apply only to the extent they do not physically preclude the height, density, residential floor area ratio, or other development standards authorized by this article.
- (2) Along each parcel frontage abutting a public right-of-way, the project shall construct, dedicate, or secure, as applicable, public improvements necessary to serve the project and complete the frontage condition, including:
 - (A) Sidewalks;
 - (B) Curb and gutter;
 - (C) Curb ramps;
 - (D) Driveway crossings;
 - (E) Pedestrian pathways and tie-ins;
 - (F) Paving and pavement transitions;
 - (G) Storm drain and drainage tie-ins;
 - (H) Utility connections;
 - (I) Street trees, streetlights, signing, striping, and traffic control improvements where required by adopted City standards;
 - (J) Utility undergrounding, relocation, or protection where required by adopted City standards; and
 - (K) Any right-of-way or easement necessary to construct, operate, and maintain required improvements.
- (3) Required frontage pedestrian improvements shall create or maintain a continuous walking path along the parcel frontage and shall connect to existing pedestrian facilities where such facilities exist.
- (4) Where existing right-of-way or access rights are insufficient to construct required public improvements, the project shall dedicate the minimum right-of-way or easement necessary and shall construct or secure construction of the required improvements in accordance with the City's Design Standards and Standard Drawings and Escondido Municipal Code Chapter 23, Article 5.
- (5) Before issuance of the first certificate of occupancy, required public improvements shall be completed and accepted by the City or secured

through a City-approved improvement agreement, development agreement, subdivision improvement agreement, bond, letter of credit, deposit, lien contract, or other lawful security mechanism approved by the City Engineer and City Attorney.

§ 33-1676. Development agreement pathway for sites lacking a qualifying walking path.

- (a) **Applicability.** A site that is not subject to this article solely because no walking path satisfying subsection (b) exists may become eligible for processing under this article through a development agreement approved by City Council pursuant to Article 58 of this chapter and Government Code sections 65864 through 65869.5.
- (b) **Qualifying walking path.** For purposes of this article, an existing or proposed route qualifies as a walking path only if all of the following are satisfied:
 - (1) The route is measured from the parcel's legal pedestrian access point, or from the parcel's abutting public frontage where that frontage provides the shortest lawful public pedestrian route, to the pedestrian access point of the applicable qualifying transit-oriented development stop.
 - (2) The route is less than one mile in length.
 - (3) The route is located entirely within public right-of-way, public property open for pedestrian travel, or a recorded public pedestrian access easement, and does not require pedestrian travel within a vehicular travel lane, bicycle lane, drainage facility, unimproved roadway shoulder or edge, railroad area, or other area that is nonpublic or not lawfully open and improved for public pedestrian travel.
 - (4) The route is legally available for pedestrian travel for its entire length.
 - (5) The route consists of a continuous accessible pedestrian path of travel lawfully available for pedestrian use, including sidewalks, pedestrian paths, shared-use paths, lawful crossings, curb ramps, blended transitions, or equivalent facilities.
 - (6) The pedestrian access route provides a continuous clear width of not less than 48 inches, exclusive of the width of any curb, except where a different width is allowed by applicable accessibility requirements or adopted City standards.
 - (7) The pedestrian access route does not exceed a running grade of five percent, except where applicable accessibility requirements allow the route to follow the grade of the adjacent street or roadway.
 - (8) The route has a firm, stable, and slip-resistant surface consistent with applicable accessibility requirements and adopted City standards.
 - (9) The route is free of missing segments, fixed barriers, obstructions, surface conditions, vertical discontinuities, or other physical constraints that materially prevent continuous pedestrian passage.

- (10) Where a crossing or transition is necessary, the route includes a lawful pedestrian crossing and required accessible transition facilities, including curb ramps, blended transitions, landings, and detectable warnings where required by applicable accessibility requirements or adopted City standards.
 - (11) Each segment of the route is constructed, open, and available for lawful public pedestrian use at the time of eligibility determination, unless eligibility is established through a development agreement pursuant to this section.
- (c) **Application.** An application under this section shall include:
- (1) Proof of legal or equitable interest in the property;
 - (2) Owner authorization, if applicable;
 - (3) A proposed development agreement;
 - (4) A project description;
 - (5) A walking path improvement plan;
 - (6) Proposed timing, phasing, funding, security, default, enforcement, and remedy provisions of required public improvements; and
 - (7) Any other information required by Article 58 of this chapter.
- (d) **Required criteria.** A development agreement under this section shall include:
- (1) A binding obligation to design, fund, construct, and secure the improvements necessary to create a walking path satisfying Section 33-1676(b);
 - (2) Identification of all required improvements, dedications, easements, access rights, utility relocations, and related measures;
 - (3) Security, default, enforcement, and remedy provisions sufficient to ensure completion and continued public availability of the required improvements;
 - (4) A requirement that improvements necessary to create the qualifying walking path be completed in accordance with applicable standards, accepted if required, and open for lawful public pedestrian use prior to issuance of the first certificate of occupancy;
 - (5) The timing and conditions for any update to the TOD Overlay Zone Map and the related parcel inventory identifying sites subject to this article, including any interim designation reflecting development-agreement-based eligibility and any final map or inventory update following completion in accordance with applicable standards, acceptance if required, and opening for lawful public pedestrian use of the qualifying walking path;
 - (6) Eligibility and term of development agreement.
 - (A) Eligibility established through the development agreement shall not apply until the development agreement is approved, effective, and recorded against the property.

- (B) Eligibility shall continue only while the applicant or property owner remains in compliance with the development agreement.
- (C) The development agreement shall include a fixed term limited to the period necessary to establish the qualifying walking path, and shall automatically expire upon the earliest of:
 - (i) Completion in accordance with applicable standards, acceptance if required, opening for lawful public pedestrian use of the qualifying walking path, and update of the TOD Overlay Zone Map and related parcel inventory identifying sites subject to this article;
 - (ii) A date certain specified in the development agreement; or
 - (iii) Termination or default under the development agreement, except for provisions that expressly survive; and
- (7) Any provision required by Article 58 of this chapter or Government Code Section 65865.2.
- (e) **Limitations.** A development agreement under this section shall not waive, reduce, or conflict with Government Code Section 65912.157 or this article, and shall not be required solely because a project is proposed on a site already subject to this article.

§ 33-1677. Phased implementation for designated historic resources.

- (a) To the extent authorized by Government Code Section 65912.161, this article shall not become operative on parcels identified on the TOD Overlay Zone Map as containing a historic resource designated on the local register as of January 1, 2025, during the period state law authorizes phased implementation for such sites.
- (b) Until this article becomes operative on a parcel subject to this section, the parcel shall be governed by the underlying zone, applicable specific plan, and other generally applicable law.

§ 33-1678. Map maintenance and administrative updates.

- (a) The City Council may identify on the TOD Overlay Zone Map or related parcel inventories parcels or sites for which the City has made findings, supported by substantial evidence, that no walking path of less than one mile exists, as authorized by Government Code Section 65912.160(e)(1).
- (b) The Development Services Director, or designee, shall maintain the TOD Overlay Zone Map and related parcel inventories in current parcel-based format.
- (c) The Development Services Director, or designee, may make ministerial, nondiscretionary updates to the TOD Overlay Zone Map and related parcel inventories to reflect:

- (1) Publication, revision, correction, finalization, replacement, or succession of the applicable metropolitan planning organization map, dataset, methodology, or tool;
 - (2) Clerical corrections;
 - (3) Parcel changes;
 - (4) A determination under Section 33-1673 that a parcel or site satisfies the walking path requirement of this article, subject to any applicable phased implementation under Section 33-1677;
 - (5) A City Council finding or action under subsection (a);
 - (6) Approval, effectiveness, and recordation of a development agreement under Section 33-1676;
 - (7) The timing and conditions for map or inventory updates specified in a development agreement approved under Section 33-1676;
 - (8) Completion in accordance with applicable standards, acceptance if required, and opening for lawful public pedestrian use of improvements required by a development agreement under Section 33-1676;
 - (9) Loss of eligibility due to expiration, termination, default, or noncompliance with a development agreement under Section 33-1676; and
 - (10) Expiration of phased implementation under Section 33-1677.
- (d) Administrative updates under this section shall not amend the development standards established by this article.

§ 33-1679. Application review.

- (a) The Development Services Director, or designee, shall maintain application checklists for projects seeking approval under this article.
- (b) In reviewing an application under this article, the Development Services Director, or designee, shall determine:
 - (1) Whether the site is subject to this article under Section 33-1673;
 - (2) The applicable distance band under Section 33-1675;
 - (3) Whether the proposed project qualifies as a qualifying transit-oriented housing development;
 - (4) Whether the project qualifies for streamlined ministerial approval under Government Code Section 65912.159(a), including where site eligibility has been established through a development agreement under Section 33-1676;
 - (5) Whether the project is subject to phased implementation under Section 33-1677;
 - (6) Whether eligibility depends on, or has been established through, a development agreement under Section 33-1676;

- (7) Which objective local standards, public improvements, infrastructure requirements, and utility requirements apply under Sections 33-1675 and 33-1676; and
- (8) Whether any local standard conflicts with, or is preempted by, Government Code Section 65912.157 or other applicable law.

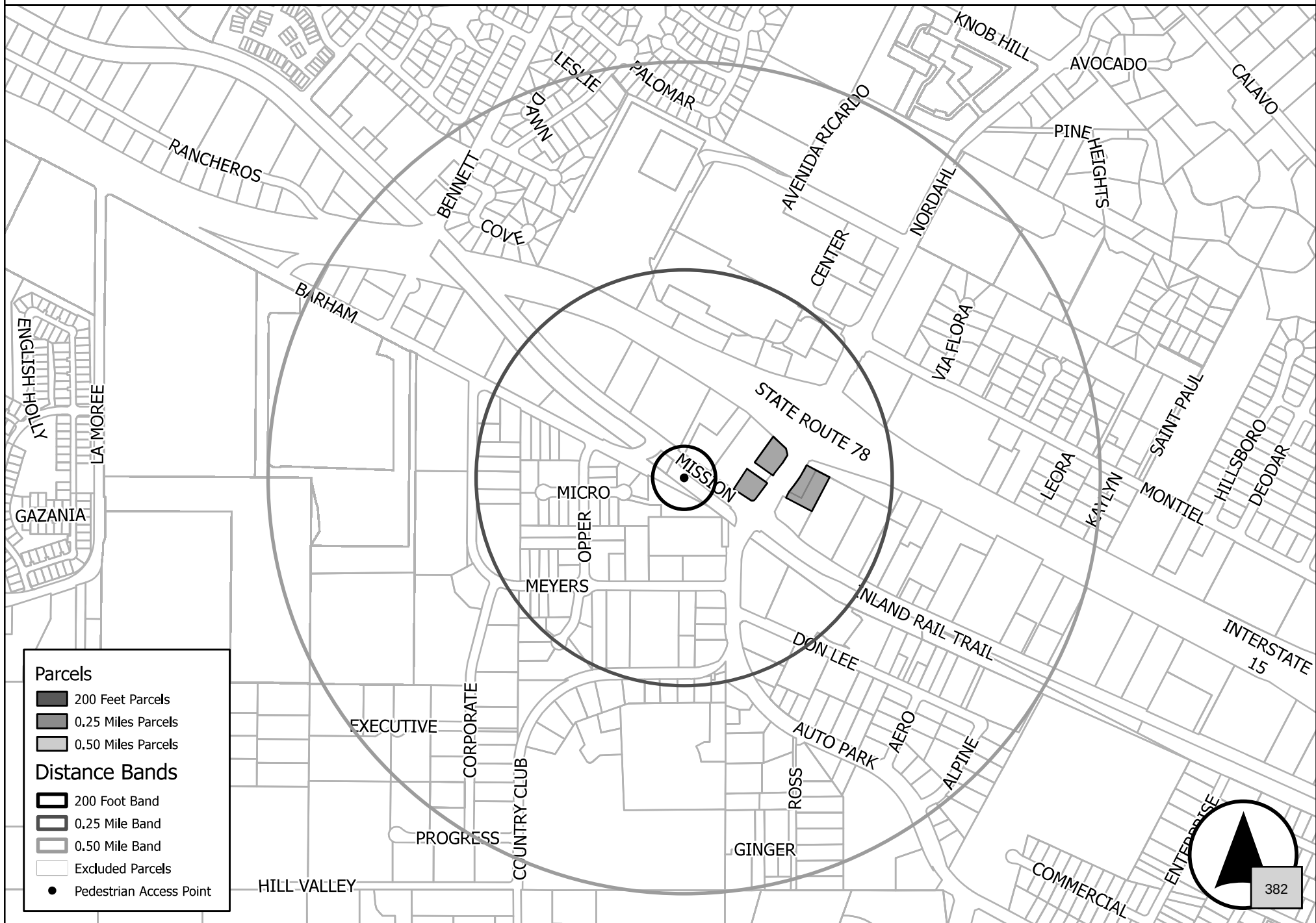
§ 33-1680. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this article.

TOD Overlay Zone Map - Escondido Transit Center

Item 10.





Qualifying Parcel Inventory | Escondido Transit Center | 200 feet

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (140 x acreage)	Difference
2320906200	0 N Spruce St, Escondido, CA, 92025	8.59	S-P	SPA 9	0	1202.6	1202.6
2321001900	750 W Grand Ave, Escondido, CA, 92025	1.98	S-P	SPA 9	198	277.2	79.2
2321102100	800 W Valley Pkwy, Escondido, CA, 92025-2557	1.88	S-P	SPA 9	0	263.2	263.2
3 parcels		12.45			198	1743	1545

Qualifying Parcel Inventory | Escondido Transit Center | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
2321701800	945 W Valley Pkwy, Escondido, CA, 92025-2539	1.49	C-G	GC	0.00	149.00	149.00
2321503500	100 La Terraza Blvd, Escondido, CA, 92025-3860	0.85	PD-C	PC	0.00	85.00	85.00
2321503600	150 La Terraza Blvd, Escondido, CA, 92025-3877	0.91	PD-C	PC	0.00	91.00	91.00
2321700400	0 Tulip St, Escondido, CA, 92025	0.57	R-1-10	S	1.88	57.00	55.12
2321702600*	101 S Tulip St, Escondido, CA, 92025-3927	0.50	R-1-10	S	1.65	49.89	48.24
2321700500	121 N Tulip St, Escondido, CA, 92025-2542	1.08	R-1-10	S	3.57	108.27	104.70
2322310200	123 S Tulip St, Escondido, CA, 92025-3927	0.20	R-1-10	S	0.66	19.98	19.32
2322310300	135 S Tulip St, Escondido, CA, 92025-3927	0.21	R-1-10	S	0.69	20.84	20.16
2322321100	155 S Tulip St, Escondido, CA, 92025-3975	0.20	R-1-10	S	0.65	19.76	19.11
2322321000	167 S Tulip St, Escondido, CA, 92025-3975	0.20	R-1-10	S	0.67	20.29	19.62
2321702500	901 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.81	24.69	23.88
2321702400	913 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.13	24.30
2321702700	922 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.19	24.36
2321702300	935 Brenna Hills Pl, Escondido, CA, 92025-3943	0.25	R-1-10	S	0.83	25.11	24.28
2321702200	947 Brenna Hills Pl, Escondido, CA, 92025-3943	0.24	R-1-10	S	0.80	24.15	23.35
2321702800	954 Brenna Hills Pl, Escondido, CA, 92025-3943	0.24	R-1-10	S	0.80	24.27	23.47
2321702900	960 Brenna Hills Pl, Escondido, CA, 92025-3943	0.23	R-1-10	S	0.76	23.16	22.40
2321702100	971 Brenna Hills Pl, Escondido, CA, 92025-3943	0.23	R-1-10	S	0.77	23.20	22.44
2321703000	988 Brenna Hills Pl, Escondido, CA, 92025-3943	0.37	R-1-10	S	1.23	37.36	36.12
2321702000	993 Brenna Hills Pl, Escondido, CA, 92025-3943	0.36	R-1-10	S	1.19	35.98	34.79
2320903200	0 Spruce St, Escondido, CA, 92025	0.25	S-P	SPA 9	24.78	24.78	0.00
2321312800	1000 W Valley Pkwy, Escondido, CA, 92025-2558	1.67	S-P	SPA 9	0.00	167.00	167.00
2294011800	150 N Quince St, Escondido, CA, 92025-2584	0.46	S-P	SPA 9	46.08	46.08	0.00
2321000800	201 N Quince St, Escondido, CA, 92025	3.04	S-P	SPA 9	304.00	304.00	0.00
2293311000	220 N Quince St, Escondido, CA, 92025-2518	1.45	S-P	SPA 9	145.00	145.00	0.00
2293311600	520 W Valley Pkwy, Escondido, CA, 92025-2516	2.6	S-P	SPA 9	260.00	260.00	0.00
2294011700	523 W Valley Pkwy, Escondido, CA, 92025-2510	0.47	S-P	SPA 9	47.30	47.30	0.00
2294011500	540 W Grand Ave, Escondido, CA, 92025-2502	0.49	S-P	SPA 9	48.77	48.77	0.00
2330222600	555 W Grand Ave, Escondido, CA, 92025-2501	0.49	S-P	SPA 9	49.30	49.30	0.00
2294011400	562 W Grand Ave, Escondido, CA, 92025-2502	0.16	S-P	SPA 9	15.51	15.51	0.00
2321002000	613 W Valley Pkwy, Escondido, CA, 92025-2552	1.25	S-P	SPA 9	125.00	125.00	0.00
2330211900	629 W Grand Ave, Escondido, CA, 92025-2503	0.22	S-P	SPA 9	22.12	22.12	0.00
2321002100	638 W Grand Ave, Escondido, CA, 92025-7902	1.48	S-P	SPA 9	148.00	148.00	0.00
2330210100	665 W Grand Ave, Escondido, CA, 92025	0.64	S-P	SPA 9	64.00	64.00	0.00
2330211500	698 W 2nd Ave, Escondido, CA 92025	0.07	S-P	SPA 9	7.31	7.31	0.00
2331002200	698 W 2nd Ave, Escondido, CA 92025	0.09	S-P	SPA 9	8.70	8.70	0.00

Qualifying Parcel Inventory | Escondido Transit Center | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
7602464600	700 W Grand Ave, Escondido, CA, 92025-2506	2.59	S-P	SPA 9	259.24	259.24	0.00
2321001000	798 W Valley Pkwy, Escondido, CA 92025	0.07	S-P	SPA 9	6.82	6.82	0.00
2321001400	798 W Valley Pkwy, Escondido, CA 92025	0.11	S-P	SPA 9	10.62	10.62	0.00
2321001100	798 W Valley Pkwy, Escondido, CA 92025	3.42	S-P	SPA 9	342.00	342.00	0.00
2321101700	800 W Grand Ave, Escondido, CA, 92025-2562	1.04	S-P	SPA 9	104.00	104.00	0.00
2323601900	810 W Valley Pkwy, Escondido, CA, 92025-2537	6.21	S-P	SPA 9	0.00	621.00	621.00
2323601800	860 W Valley Pkwy, Escondido, CA, 92025-2534	0.89	S-P	SPA 9	0.00	89.00	89.00
2321313000	960 W Valley Pkwy, Escondido, CA, 92025-2554	0.91	S-P	SPA 9	0.00	91.00	91.00
2321312900	970 W Valley Pkwy, Escondido, CA, 92025-2554	0.44	S-P	SPA 9	0.00	44.49	44.49
2322320900	163 S Tulip St, Escondido, CA, 92025-3975	0.16	R-1-7	U1	0.85	15.50	14.65
2322320800	183 S Tulip St, Escondido, CA, 92025-3975	0.15	R-1-7	U1	0.84	15.27	14.43
2322200800	802 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.83	15.24	13.41
2322200700	810 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.74	14.53	12.79
2322200600	818 W 3rd Ave, Escondido, CA, 92025-3909	0.17	R-2-12	U2	2.05	17.07	15.02
2322200500	826 W 3rd Ave, Escondido, CA, 92025-3909	0.14	R-2-12	U2	1.74	14.49	12.75
2322200400	830 W 3rd Ave, Escondido, CA, 92025	0.15	R-2-12	U2	1.79	14.95	13.16
2322200300	838 W 3rd Ave, Escondido, CA, 92025-3909	0.15	R-2-12	U2	1.76	14.68	12.91
2322200200	846 W 3rd Ave, Escondido, CA, 92025-3909	0.16	R-2-12	U2	1.87	15.61	13.74
2322200100	854 W 3rd Ave, Escondido, CA, 92025-3909	0.14	R-2-12	U2	1.71	14.29	12.57
2322201600	857 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.74	14.54	12.80
2322202401	101 S Spruce St, Escondido, CA, 92025-4058	3.59	R-3-18	U3	64.70	359.47	294.76
2321102000	116 N Tulip St, Escondido, CA, 92025-2543	0.15	R-3-18	U3	2.61	14.51	11.89
2322201700	136 S Tulip St, Escondido, CA, 92025-3981	0.46	R-3-18	U3	8.25	45.85	37.60
2321100600	856 W Grand Ave, Escondido, CA, 92025-2508	0.29	R-3-18	U3	5.28	29.36	24.08
60 parcels		45.56			2155.96	4555.63	2399.67

* = on Local Historic Register, subject to Phased Implementation

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2292711900	503 W Washington Ave, Escondido, CA, 92025-1628	0.53	C-G	GC	0.00	42.40	42.40
2291713100	506 W Washington Ave, Escondido, CA, 92025-1629	0.63	C-G	GC	0.00	50.40	50.40
2292712600	507 W Washington Ave, Escondido, CA, 92025-1628	0.68	C-G	GC	0.00	54.40	54.40
2292712700	515 W Washington Ave, Escondido, CA, 92025	1.15	C-G	GC	0.00	92.00	92.00
2291710400	518 W Washington Ave, Escondido, CA, 92025-1629	0.8	C-G	GC	0.00	64.00	64.00
2291713400	528 W Washington Ave, Escondido, CA, 92025-1629	1	C-G	GC	0.00	80.00	80.00
2292712500	555 N Centre City Pkwy, Escondido, CA, 92025-2517	1.53	C-G	GC	0.00	122.40	122.40
2291713300	660 N Quince St, Escondido, CA, 92025-1653	3.81	C-G	GC	0.00	304.80	304.80
2282707700	635 W Mission Ave, Escondido, CA, 92025-1610	7.06	C-G/M-1	PC	0.00	564.80	564.80
2282707300	0 Quince St, Escondido, CA, 92025	0.5	M-1	PC	0.00	40.00	40.00
2282707200	0 Quince St, Escondido, CA, 92025	4.06	M-1	PC	0.00	324.80	324.80
2282708700	800 W Washington Ave, Escondido, CA, 92025-1635	0.88	M-1	PC	0.00	70.40	70.40
2322405200	0 Auto Park Way, Escondido, CA, 92029	0.19	PD-C	PC	0.00	15.55	15.55
2321507300	0 La Terraza Blvd, Escondido, CA, 92025	0.02	PD-C	PC	0.00	1.20	1.20
2321507200	0 La Terraza Blvd, Escondido, CA, 92025	0.14	PD-C	PC	0.00	10.86	10.86
2321507400	0 La Terraza Blvd, Escondido, CA, 92025	0.24	PD-C	PC	0.00	19.52	19.52
2321506900	0 La Terraza Blvd, Escondido, CA, 92025	0.58	PD-C	PC	0.00	46.63	46.63
2321504400	0 La Terraza Blvd, Escondido, CA, 92025	0.86	PD-C	PC	0.00	68.80	68.80
2321504000	1101 W Valley Pkwy, Escondido, CA, 92025-2555	0.75	PD-C	PC	0.00	60.00	60.00
2321504100	1105 W Valley Pkwy, Escondido, CA, 92025-2555	0.72	PD-C	PC	0.00	57.60	57.60
2321504200	1107 W Valley Pkwy, Escondido, CA, 92025-2555	1.3	PD-C	PC	0.00	104.00	104.00
2321504300	1109 W Valley Pkwy, Escondido, CA, 92025-2555	1.91	PD-C	PC	0.00	152.80	152.80
2322407300	1280 Auto Park Way, Escondido, CA, 92029-2231	7.69	PD-C	PC	0.00	615.20	615.20
2322405300	1290 Auto Park Way, Escondido, CA, 92029-2232	0.22	PD-C	PC	0.00	17.39	17.39
2321503000	170 La Terraza Blvd, Escondido, CA, 92025-3860	4.81	PD-C	PC	0.00	384.80	384.80
2321505900	200 La Terraza Blvd, Escondido, CA, 92027	1.68	PD-C	PC	0.00	134.40	134.40
2321507100	300 La Terraza Blvd, Escondido, CA, 92025	1.6	PD-C	PC	0.00	128.00	128.00
2321507000	400 La Terraza Blvd, Escondido, CA, 92025-3838	1.94	PD-C	PC	0.00	155.20	155.20
2321505600	500 La Terraza Blvd, Escondido, CA, 92025-3875	3.65	PD-C	PC	0.00	292.00	292.00
2321505700	600 La Terraza Blvd, Escondido, CA, 92025-3873	1.78	PD-C	PC	0.00	142.40	142.40
2321505500	700 La Terraza Blvd, Escondido, CA, 92025-3865	1.46	PD-C	PC	0.00	116.80	116.80
2322811800	225 S Tulip St, Escondido, CA, 92025-3929	0.28	R-1-7	U1	1.53	22.23	20.71
2322811000	245 S Tulip St, Escondido, CA, 92025-3929	0.13	R-1-7	U1	0.71	10.35	9.64
2322820900	301 S Tulip St, Escondido, CA, 92025-3930	0.26	R-1-7	U1	1.44	21.01	19.56
2322822500	323 S Tulip St, Escondido, CA, 92025-3930	0.23	R-1-7	U1	1.25	18.13	16.89
2322821100	337 S Tulip St, Escondido, CA, 92025-3930	0.20	R-1-7	U1	1.12	16.30	15.18
2322821200	345 S Tulip St, Escondido, CA, 92025-3930	0.14	R-1-7	U1	0.78	11.32	10.54

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2322831300*	409 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	0.70	10.13	9.43
2322831400	423 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	0.74	10.70	9.96
2323310100	431 S Tulip St, Escondido, CA, 92025-3932	0.15	R-1-7	U1	0.82	11.98	11.16
2323331800	505 S Tulip St, Escondido, CA, 92025-3934	0.14	R-1-7	U1	0.79	11.45	10.66
2323332100	543 S Tulip St, Escondido, CA, 92025-3934	0.47	R-1-7	U1	2.61	37.91	35.30
2323331000	601 S Tulip St, Escondido, CA, 92025-3936	0.23	R-1-7	U1	1.27	18.50	17.23
2323203200	606 S Tulip St, Escondido, CA, 92025-3937	0.21	R-1-7	U1	1.14	16.61	15.47
2323203300	608 S Tulip St, Escondido, CA, 92025-3937	0.20	R-1-7	U1	1.09	15.92	14.83
2322331500	903 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.80	11.64	10.84
2322831100	905 W 4th Ave, Escondido, CA, 92025	0.13	R-1-7	U1	0.73	10.57	9.85
2323310200	906 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.00	11.18
2323331900	911 5th Ave, Escondido, CA, 92025-3916	0.15	R-1-7	U1	0.80	11.62	10.82
2323310300	918 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.89	12.88	11.99
2323332000	921 W 5th Ave, Escondido, CA, 92025-3916	0.15	R-1-7	U1	0.82	11.95	11.13
2322831000	927 W 4th Ave, Escondido, CA, 92025-3912	0.15	R-1-7	U1	0.82	11.97	11.15
2322821300	934 W 4th Ave, Escondido, CA, 92025-3913	0.16	R-1-7	U1	0.87	12.61	11.75
2322901000	0 Tulip St, Escondido, CA, 92025	0.42	R-2-12	U2	5.09	33.91	28.82
2322900800	308 S Tulip St, Escondido, CA, 92025-3931	0.25	R-2-12	U2	3.05	20.36	17.31
2322900900*	312 S Tulip St, Escondido, CA, 92025-3931	0.43	R-2-12	U2	5.21	34.75	29.53
2322901100	404 S Tulip St, Escondido, CA, 92025	0.43	R-2-12	U2	5.17	34.44	29.28
2322901200	408 S Tulip St, Escondido, CA, 92025	0.30	R-2-12	U2	3.63	24.20	20.57
2322901300	412 S Tulip St, Escondido, CA, 92025-3933	0.15	R-2-12	U2	1.74	11.63	9.89
2322902000	414 S Tulip St, Escondido, CA, 92025-3933	0.18	R-2-12	U2	2.15	14.35	12.19
2322902100	416 S Tulip St, Escondido, CA, 92025-3933	0.15	R-2-12	U2	1.81	12.10	10.28
2322902700*	449 S Spruce St, Escondido, CA, 92025-4049	0.20	R-2-12	U2	2.38	15.88	13.50
2323202700	502 S Tulip St, Escondido, CA, 92025	0.31	R-2-12	U2	3.77	25.12	21.35
2323202800	516 S Tulip St, Escondido, CA, 92025	0.17	R-2-12	U2	2.00	13.34	11.34
2323202200	536 S Tulip St, Escondido, CA, 92025	0.28	R-2-12	U2	3.32	22.15	18.83
2322902400	803 W 3rd Ave, Escondido, CA, 92025-3952	0.23	R-2-12	U2	2.72	18.14	15.42
2322900300	825 W 3rd Ave, Escondido, CA, 92025-3900	0.18	R-2-12	U2	2.12	14.12	12.00
2322900400	835 W 3rd Ave, Escondido, CA, 92025-3908	0.10	R-2-12	U2	1.25	8.35	7.10
2322901700	836 W 5th Ave, Escondido, CA, 92025-3915	0.17	R-2-12	U2	1.99	13.29	11.30
2322900500	845 W 3rd Ave, Escondido, CA, 92025-3908	0.13	R-2-12	U2	1.60	10.70	9.09
2322900600	853 W 3rd Ave, Escondido, CA, 92025-3908	0.12	R-2-12	U2	1.47	9.78	8.31
2322901600	854 W 5th Ave, Escondido, CA, 92025	0.18	R-2-12	U2	2.21	14.71	12.50
2322900700	861 W 3rd Ave, Escondido, CA, 92025-3908	0.12	R-2-12	U2	1.49	9.92	8.43
2322902200	399 S Spruce St, Escondido, CA 92025	0.53	R-2-12	P	6.41	42.71	36.30

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2322902500	449 S Spruce St, Escondido, CA 92025	1.17	R-2-12	P	14.04	93.6	79.56
2332110400	505 W 5th Ave, Escondido, CA, 92025-4003	0.46	S-P	SPA 15	0.00	36.83	36.83
2331311400	510 W 5th Ave, Escondido, CA, 92025-4004	0.38	S-P	SPA 15	0.00	30.15	30.15
2330222200	0 2nd Ave, Escondido, CA, 92025	0.07	S-P	SPA 9	7.03	7.03	0.00
2330222400	0 2nd Ave, Escondido, CA, 92025	0.08	S-P	SPA 9	8.49	8.49	0.00
2330421400	0 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.47	12.47
2330421500	0 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.88	12.88
2330421600	0 2nd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	0.00	13.48	13.48
2330321100	0 3rd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	16.16	16.16	0.00
2330321200	0 3rd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.62	16.62	0.00
2330321000	0 3rd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.85	16.85	0.00
2294020600	0 Centre City Pkwy, Escondido, CA, 92025	0.18	S-P	SPA 9	0.00	14.68	14.68
2294020900	0 Centre City Pkwy, Escondido, CA, 92025	0.26	S-P	SPA 9	0.00	20.97	20.97
2294020800	0 Centre City Pkwy, Escondido, CA, 92025	0.33	S-P	SPA 9	0.00	26.73	26.73
2294021000	0 Centre City Pkwy, Escondido, CA, 92025	0.96	S-P	SPA 9	0.00	76.80	76.80
2330520600	0 Escondido Blvd, Escondido, CA, 92025	0.09	S-P	SPA 9	0.00	7.42	7.42
2293324800	0 N Escondido Blvd, Escondido, CA, 92025	8.15	S-P	SPA 9	0.00	652.00	652.00
2321313300	0 Valley Pkwy, Escondido, CA, 92025	0.64	S-P	SPA 9	0.00	51.20	51.20
2330421100	0 W 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.63	12.63
2330610100	100 S Escondido Blvd, Escondido, CA, 92025-4115	0.16	S-P	SPA 9	0.00	13.16	13.16
2321312700	1004 W Valley Pkwy, Escondido, CA, 92025-2558	3.14	S-P	SPA 9	0.00	251.20	251.20
2330411600	105 S Orange St, Escondido, CA, 92025-4124	0.16	S-P	SPA 9	0.00	12.66	12.66
2321313200	1050 W Valley Pkwy, Escondido, CA, 92025-2558	0.75	S-P	SPA 9	0.00	60.00	60.00
2321313100	1122 W Valley Pkwy, Escondido, CA, 92025-2559	0.7	S-P	SPA 9	0.00	56.00	56.00
2321312600	1138 W Valley Pkwy, Escondido, CA, 92025-2559	2.3	S-P	SPA 9	0.00	184.00	184.00
2321313400	1142 W Valley Pkwy, Escondido, CA, 92025-2556	0.69	S-P	SPA 9	0.00	55.20	55.20
2330410900	129 S Orange St, Escondido, CA, 92025-4124	0.08	S-P	SPA 9	0.00	6.00	6.00
2330420900	131 S Escondido Blvd, Escondido, CA, 92025-4114	0.05	S-P	SPA 9	0.00	3.77	3.77
2330421000	137 S Escondido Blvd, Escondido, CA, 92025-4114	0.26	S-P	SPA 9	0.00	20.96	20.96
2294122600	140 N Escondido Blvd, Escondido, CA, 92025-2610	0.54	S-P	SPA 9	0.00	43.20	43.20
2294112600	145 N Escondido Blvd, Escondido, CA, 92025-2609	0.56	S-P	SPA 9	0.00	44.80	44.80
2330411800	145 S Orange St, Escondido, CA, 92025-4124	0.31	S-P	SPA 9	0.00	24.82	24.82
2294020700	150 Centre City Pkwy, Escondido, CA, 92025-2640	0.18	S-P	SPA 9	0.00	14.50	14.50
2330612400	150 S Escondido Blvd, Escondido, CA, 92025-4115	0.39	S-P	SPA 9	0.00	31.57	31.57
2330320800	201 S Pine St, Escondido, CA, 92025-4018	0.14	S-P	SPA 9	13.62	13.62	0.00
2330521500	209 S Escondido Blvd, Escondido, CA, 92025-4116	0.22	S-P	SPA 9	0.00	17.43	17.43
2330510901	211 S Orange St, Escondido, CA, 92025-4164	0.22	S-P	SPA 9	22.07	22.07	0.00

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2330511801	213 Royal Gln, Escondido, CA, 92025-4185	1.14	S-P	SPA 9	114.20	114.20	0.00
2330511601	214 Antoni Gln, Escondido, CA, 92025-4187	0.18	S-P	SPA 9	17.98	17.98	0.00
2330511501	218 Antoni Gln, Escondido, CA, 92025-4179	0.61	S-P	SPA 9	61.22	61.22	0.00
2330320100	218 S Quince St, Escondido, CA, 92025	0.20	S-P	SPA 9	20.42	20.42	0.00
2330321900	235 S Pine St, Escondido, CA, 92025-4018	0.14	S-P	SPA 9	14.28	14.28	0.00
2331410400	235 W 3rd Ave, Escondido, CA, 92025-4108	0.17	S-P	SPA 9	16.76	16.76	0.00
2330321800	246 S Quince St, Escondido, CA, 92025-4045	0.16	S-P	SPA 9	16.09	16.09	0.00
2330610200	255 W Grand Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	0.00	12.81	12.81
2294121100	260 W Grand Ave, Escondido, CA, 92025-2604	0.16	S-P	SPA 9	0.00	12.50	12.50
2294121200	260 W Grand Ave, Escondido, CA, 92025-2604	0.34	S-P	SPA 9	0.00	26.93	26.93
2294111600	300 W Grand Ave, Escondido, CA, 92025-2659	0.49	S-P	SPA 9	0.00	39.10	39.10
2292721700	300 Zukor Gln, Escondido, CA, 92025	0.26	S-P	SPA 9	26.15	26.15	0.00
2330420800	303 W Grand Ave, Escondido, CA, 92025-2605	0.39	S-P	SPA 9	0.00	30.89	30.89
2331210200	310 S Quince St, Escondido, CA, 92025-4047	2.75	S-P	SPA 9	275.00	275.00	0.00
2293324300	310 Valley Pkwy, Escondido, CA, 92025-2635	0.82	S-P	SPA 9	0.00	65.60	65.60
2330521400	310 W 3rd Ave, Escondido, CA, 92025-4111	1.29	S-P	SPA 9	129.00	129.00	0.00
2330511001	313 S Orange St, Escondido, CA, 92025-4166	0.15	S-P	SPA 9	15.25	15.25	0.00
2330511101	315 S Royal Gln, Escondido, CA, 92025-4173	0.16	S-P	SPA 9	16.27	16.27	0.00
2292721000	315 W Washington Ave, Escondido, CA, 92025-2618	2.12	S-P	SPA 9	212.00	212.00	0.00
2330511301	316 Antoni Gln, Escondido, CA, 92025-4177	0.12	S-P	SPA 9	12.12	12.12	0.00
2330511401	317 Antoni Gln, Escondido, CA, 92025-4181	0.43	S-P	SPA 9	42.94	42.94	0.00
2292722000	319 Parallel Gln, Escondido, CA, 92025	0.39	S-P	SPA 9	38.68	38.68	0.00
2330420700	323 W Grand Ave, Escondido, CA, 92025-2605	0.08	S-P	SPA 9	0.00	6.52	6.52
2330421200	326 W 2nd Ave, Escondido, CA, 92025-4127	0.16	S-P	SPA 9	0.00	13.19	13.19
2294110900	326 W Grand Ave, Escondido, CA, 92025	0.09	S-P	SPA 9	0.00	6.90	6.90
2330421700	329 W Grand Ave, Escondido, CA, 92025-2605	0.16	S-P	SPA 9	0.00	12.96	12.96
2330420400	333 W Grand Ave, Escondido, CA, 92025-2605	0.07	S-P	SPA 9	0.00	5.94	5.94
2330421300	336 W 2nd Ave, Escondido, CA, 92025-4127	0.16	S-P	SPA 9	0.00	12.78	12.78
2293324500	338 W Valley Pky, Escondido, CA, 92025	4.58	S-P	SPA 9	0.00	366.40	366.40
2293324400	338 W Valley Pwy, Escondido, CA, 92025-2635	1.92	S-P	SPA 9	0.00	153.60	153.60
2330520400	339 W 2nd Ave, Escondido, CA, 92025-4105	0.17	S-P	SPA 9	0.00	13.45	13.45
2330521300	339 W 2nd Ave, Escondido, CA, 92025-4105	0.33	S-P	SPA 9	0.00	26.59	26.59
2294112500	340 W Grand Ave, Escondido, CA, 92025-2606	0.33	S-P	SPA 9	0.00	26.06	26.06
2330520300	341 W 2nd Ave, Escondido, CA, 92025-4105	0.16	S-P	SPA 9	0.00	13.09	13.09
2331410300*	343 W 3rd Ave, Escondido, CA, 92025-4110	0.16	S-P	SPA 9	16.04	16.04	0.00
2330420200	345 W Grand Ave, Escondido, CA, 92025-2605	0.08	S-P	SPA 9	0.00	6.31	6.31
2330420300	345 W Grand Ave, Escondido, CA, 92025-2605	0.16	S-P	SPA 9	0.00	12.99	12.99

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2331410200	351 W 3rd Ave, Escondido, CA, 92025-4110	0.17	S-P	SPA 9	16.66	16.66	0.00
2331410900	354 W 4th Ave, Escondido, CA, 92025-4130	0.15	S-P	SPA 9	15.10	15.10	0.00
2293325200	355 N Escondido Blvd, Escondido, CA, 92025-2624	0.16	S-P	SPA 9	0.00	12.52	12.52
2330420100	355 W Grand Ave, Escondido, CA, 92025-2649	0.32	S-P	SPA 9	0.00	25.92	25.92
2294112700	355 W Valley Pkwy, Escondido, CA, 92025-2814	0.71	S-P	SPA 9	0.00	56.80	56.80
2331410800	358 W 4th Ave, Escondido, CA, 92025-4130	0.16	S-P	SPA 9	16.06	16.06	0.00
2294111400	360 W Grand Ave, Escondido, CA, 92025-2606	0.08	S-P	SPA 9	0.00	6.70	6.70
2294111300	360 W Grand Ave, Escondido, CA, 92025-2606	0.09	S-P	SPA 9	0.00	7.00	7.00
2294111500	360 W Grand Ave, Escondido, CA, 92025-2606	0.23	S-P	SPA 9	0.00	18.38	18.38
2331410100	361 W 3rd Ave, Escondido, CA, 92025-4110	0.17	S-P	SPA 9	16.73	16.73	0.00
2330521600	365 W 2nd Ave, Escondido, CA, 92025-4135	0.33	S-P	SPA 9	0.00	26.73	26.73
2293325600	385 N Escondido Blvd, Escondido, CA, 92025-2624	0.41	S-P	SPA 9	0.00	33.01	33.01
2293325100	389 N Escondido Blvd, Escondido, CA, 92025-2624	0.13	S-P	SPA 9	0.00	10.44	10.44
2293324200	390 W Valley Pkwy, Escondido, CA, 92025-2635	0.22	S-P	SPA 9	0.00	17.68	17.68
2293325500	395 N Escondido Blvd, Escondido, CA, 92025-2624	0.63	S-P	SPA 9	0.00	50.40	50.40
2331320600	401 W 4th Ave, Escondido, CA, 92025-4131	0.15	S-P	SPA 9	15.50	15.50	0.00
2293324600	403 N Escondido Blvd, Escondido, CA, 92025	0.35	S-P	SPA 9	0.00	27.73	27.73
2331220700	404 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2293325400	405 N Escondido Blvd, Escondido, CA, 92025-2625	0.6	S-P	SPA 9	0.00	48.00	48.00
2330510401	405 W 2nd Ave, Escondido, CA, 92025-4157	0.58	S-P	SPA 9	58.42	58.42	0.00
2331220800	408 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2331320500*	409 W 4th Ave, Escondido, CA, 92025-4131	0.17	S-P	SPA 9	17.09	17.09	0.00
2330411200	412 W 2nd Ave, Escondido, CA, 92025-4128	0.16	S-P	SPA 9	0.00	12.95	12.95
2330410600	413 W Grand Ave, Escondido, CA, 92025-2607	0.08	S-P	SPA 9	0.00	6.31	6.31
2293325300	415 N Escondido Blvd, Escondido, CA, 92025-2625	0.8	S-P	SPA 9	0.00	64.00	64.00
2331220900	416 W 4th Ave, Escondido, CA, 92025-4145	0.16	S-P	SPA 9	16.04	16.04	0.00
2330410500	417 W Grand Ave, Escondido, CA, 92025	0.08	S-P	SPA 9	0.00	6.72	6.72
2331320400	419 W 4th Ave, Escondido, CA, 92025-4139	0.17	S-P	SPA 9	16.84	16.84	0.00
2291724600	420 W Washington Ave, Escondido, CA, 92025-2621	0.28	S-P	SPA 9	28.23	28.23	0.00
2330411700	421 W Grand Ave, Escondido, CA, 92025-2607	0.16	S-P	SPA 9	0.00	13.10	13.10
2331221000	424 W 4th Ave, Escondido, CA, 92025-4144	0.16	S-P	SPA 9	16.04	16.04	0.00
2330411900	426 W 2nd Ave, Escondido, CA, 92025-4149	0.48	S-P	SPA 9	0.00	38.05	38.05
2293325000	427 N Escondido Blvd, Escondido, CA, 92025-2625	0.11	S-P	SPA 9	11.02	11.02	0.00
2331321400	427 W 4th Ave, Escondido, CA, 92025-5046	0.34	S-P	SPA 9	33.68	33.68	0.00
2330410201	431 W Grand Ave, Escondido, CA, 92025-2607	0.23	S-P	SPA 9	0.00	18.30	18.30
2331321300	434 W 5th Ave, Escondido, CA, 92025-4829	0.50	S-P	SPA 9	49.56	49.56	0.00
2330410100	437 W Grand Ave, Escondido, CA, 92025-2607	0.09	S-P	SPA 9	0.00	7.51	7.51

Qualifying Parcel Inventory | Escondido Transit Center | 1/2 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
2331221100	438 W 4th Ave, Escondido, CA, 92025-4132	0.16	S-P	SPA 9	16.04	16.04	0.00
2292721600	439 W Washington Ave, Escondido, CA, 92025-2627	4.46	S-P	SPA 9	446.00	446.00	0.00
2331320100*	443 W 4th Ave, Escondido, CA, 92025-4131	0.13	S-P	SPA 9	13.16	13.16	0.00
2331221200	444 W 4th Ave, Escondido, CA, 92025-4103	0.15	S-P	SPA 9	15.41	15.41	0.00
2293324900	445 N Escondido Blvd, Escondido, CA, 92025-2625	0.10	S-P	SPA 9	10.50	10.50	0.00
2292721900	463 Theta Gln, Escondido, CA, 92025	0.92	S-P	SPA 9	92.00	92.00	0.00
2292721800	485 Escondido Blvd, Escondido, CA, 92025	0.71	S-P	SPA 9	71.00	71.00	0.00
2292722300	486 Meander Gln, Escondido, CA, 92025-2566	0.52	S-P	SPA 9	52.00	52.00	0.00
2330220700	503 W Grand Ave, Escondido, CA, 92025-2501	0.27	S-P	SPA 9	27.36	27.36	0.00
2330320700	509 W 2nd Ave, Escondido, CA, 92025	0.17	S-P	SPA 9	16.56	16.56	0.00
2330220800	510 W 2nd Ave, Escondido, CA, 92025	0.15	S-P	SPA 9	15.18	15.18	0.00
2293311700	510 W Valley Pkwy, Escondido, CA, 92025-2511	0.9	S-P	SPA 9	90.00	90.00	0.00
2294010300	511 W Valley Pkwy, Escondido, CA, 92025-2510	0.15	S-P	SPA 9	15.22	15.22	0.00
2292722400	515 Meander Gln, Escondido, CA, 92025-2509	0.15	S-P	SPA 9	14.99	14.99	0.00
7602464400	515 Meander Gln, Escondido, CA, 92025-2509	0.98	S-P	SPA 9	97.55	97.55	0.00
2294010200	515 W Valley Pkwy, Escondido, CA, 92025-2510	0.16	S-P	SPA 9	15.70	15.70	0.00
2330220900	518 W 2nd Ave, Escondido, CA, 92025-4002	0.16	S-P	SPA 9	16.04	16.04	0.00
2292722200	520 Meander Gln, Escondido, CA, 92025	0.52	S-P	SPA 9	52.00	52.00	0.00
2294011600	520 W Grand Ave, Escondido, CA, 92025-2502	0.50	S-P	SPA 9	50.48	50.48	0.00
2330221000	522 W 2nd Ave, Escondido, CA, 92025-4001	0.14	S-P	SPA 9	14.15	14.15	0.00
2330220600	525 W Grand Ave, Escondido, CA, 92025-2501	0.16	S-P	SPA 9	16.07	16.07	0.00
2330322100	527 W 2nd Ave, Escondido, CA, 92025	0.16	S-P	SPA 9	15.64	15.64	0.00
2330322000	529 W 2nd Ave, Escondido, CA, 92025	0.8	S-P	SPA 9	80.00	80.00	0.00
2330222000	530 W 2nd Ave, Escondido, CA, 92025-4019	0.15	S-P	SPA 9	15.24	15.24	0.00
2330220500	535 W Grand Ave, Escondido, CA, 92025-2501	0.16	S-P	SPA 9	16.07	16.07	0.00
2330221600	539 W Grand Ave, Escondido, CA, 92025-2501	0.08	S-P	SPA 9	8.03	8.03	0.00
2330220300	541 W Grand Ave, Escondido, CA, 92025-2501	0.08	S-P	SPA 9	8.03	8.03	0.00
2330221700	542 W 2nd Ave, Escondido, CA, 92025-4002	0.08	S-P	SPA 9	7.79	7.79	0.00
2330321300	542 W 3rd Ave, Escondido, CA, 92025-4033	0.13	S-P	SPA 9	13.15	13.15	0.00
2330321400	542 W 3rd Ave, Escondido, CA, 92025-4033	0.21	S-P	SPA 9	20.62	20.62	0.00
2330321700	550 W 3rd Ave, Escondido, CA, 92025-4033	0.17	S-P	SPA 9	17.18	17.18	0.00
2291724500	610 N Centre City Pkwy, Escondido, CA, 92025	3.44	S-P	SPA 9	344.00	344.00	0.00
217 parcels		136.32			3304.62	11546.70	8242.08

* = on Local Historic Register, subject to Phased Implementation

Qualifying Parcel Inventory | Nordahl Road Station | 1/4 mile

APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
2261122500	2110 Mission Rd, Escondido, CA, 92029-1013	0.51	C-G	GC	0	51	51
2261122700	2825 Auto Park Way, Escondido, CA, 92029-2006	0.65	C-G	GC	0	65	65
2283603800	0 Auto Park Way, Escondido, CA, 92029	0.34	PD-C	GC	0	33.86	33.86
2283601400	2836 Auto Park Way, Escondido, CA, 92029-2006	0.62	PD-C	GC	0	62	62
4 parcels		2.12			0	211.86	211.86

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2320903300	0 N Spruce St, Escondido, CA, 92025	0.23	FCC	Flood	Excluded - Flood Control Channel
2321001800	0 N Spruce St, Escondido, CA, 92025	0.29	FCC	Flood	Excluded - Flood Control Channel
2320913400	0 Quince St, Escondido, CA, 92025	1.71	FCC	Flood	Excluded - Flood Control Channel
2323600800	348 N Tulip St, Escondido, CA, 92025	0.53	FCC	Flood	Excluded - Flood Control Channel
2323600700	348 N Tulip St, Escondido, CA, 92025	0.59	FCC	Flood	Excluded - Flood Control Channel
2293311500	398 Quince St, Escondido, CA, 92025	1.26	FCC	Flood	Excluded - Flood Control Channel
2321310500	505 N Tulip St, Escondido, CA, 92025	2.54	FCC	Flood	Excluded - Flood Control Channel
2321311300	598 N Tulip St, Escondido, CA, 92025	0.64	FCC	Flood	Excluded - Flood Control Channel
2321000700	798 Norlak Ave, Escondido, CA, 92025	0.17	FCC	Flood	Excluded - Flood Control Channel
2320904400	0 Santa Fe Ave, Escondido, CA, 92025	0.74	FCC	GI	Excluded - Flood Control Channel
2320905100	598 N Spruce St, Escondido, CA, 92025	0.09	FCC	GI	Excluded - Flood Control Channel
2320904900	598 N Spruce St, Escondido, CA, 92025	0.25	FCC	GI	Excluded - Flood Control Channel
2320905700	598 N Spruce St, Escondido, CA, 92025	0.40	FCC	GI	Excluded - Flood Control Channel
2320904300	598 N Spruce St, Escondido, CA, 92025	0.60	FCC	GI	Excluded - Flood Control Channel
2320904700	598 N Spruce St, Escondido, CA, 92025	0.69	FCC	GI	Excluded - Flood Control Channel
2282705700	698 N Quince St, Escondido, CA, 92025	2.54	FCC	PC	Excluded - Flood Control Channel
2320913500	0 Quince St, Escondido, CA, 92025	0.57	FCC	SPA 9	Excluded - Flood Control Channel
2323600900	348 N Tulip St, Escondido, CA, 92025	0.75	FCC	SPA 9	Excluded - Flood Control Channel
2321311400	0 N Tulip St, Escondido, CA, 92025	0.75	M-1	GI	Excluded - Industrial
2320912900	0 Spruce St, Escondido, CA, 92025	1.68	M-1	GI	Excluded - Industrial
2320912000	335 N Quince St, Escondido, CA, 92025-2519	1.24	M-1	GI	Excluded - Industrial
2320912600	425 N Quince St, Escondido, CA, 92025-2521	2.68	M-1	GI	Excluded - Industrial
2320912700	455 N Quince St, Escondido, CA, 92025-2521	3.48	M-1	GI	Excluded - Industrial
7602462400	455 N Quince St, Escondido, CA, 92025-2521	3.50	M-1	GI	Excluded - Industrial
7602461800	480 N Spruce St, Escondido, CA, 92025-2547	1.63	M-1	GI	Excluded - Industrial
2320912800	480 N Spruce St, Escondido, CA, 92025-2547	3.79	M-1	GI	Excluded - Industrial
7602462700	480 N Spruce St, Escondido, CA, 92025-2547	3.82	M-1	GI	Excluded - Industrial
2320913800	520 N Spruce St, Escondido, CA, 92025	0.89	M-1	GI	Excluded - Industrial
7602463400	525 N Quince St, Escondido, CA, 92025-2523	0.97	M-1	GI	Excluded - Industrial
2320910600	525 N Quince St, Escondido, CA, 92025-2523	1.02	M-1	GI	Excluded - Industrial
2320913600	530 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320913700	530 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320910500	535 N Quince St, Escondido, CA, 92025-2523	1.46	M-1	GI	Excluded - Industrial
2320913100	540 N Spruce St, Escondido, CA, 92025-2548	0.88	M-1	GI	Excluded - Industrial
2320910400	541 N Quince St, Escondido, CA, 92025-2569	1.00	M-1	GI	Excluded - Industrial
2321311500	561 N Tulip St, Escondido, CA, 92025-2532	3.27	M-1	GI	Excluded - Industrial
2320910100	598 N Spruce St, Escondido, CA, 92025	0.01	M-1	GI	Excluded - Industrial
2282703100	610 Rock Springs Rd, Escondido, CA, 92025-1623	0.44	M-1	GI	Excluded - Industrial
2282703000	618 Rock Springs Rd, Escondido, CA, 92025-1623	0.12	M-1	GI	Excluded - Industrial
2282702500	628 Rock Springs Rd, Escondido, CA, 92025-1623	0.59	M-1	GI	Excluded - Industrial
2282702600	630 Rock Springs Rd, Escondido, CA, 92025-1623	0.60	M-1	GI	Excluded - Industrial
2282702400	634 Rock Springs Rd, Escondido, CA, 92025-1623	0.51	M-1	GI	Excluded - Industrial
2320913000	635 W Washington Ave, Escondido, CA, 92025-1630	1.01	M-1	GI	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2282707900	650 Rock Springs Rd, Escondido, CA, 92025-1623	0.68	M-1	GI	Excluded - Industrial
2282708800	738 W Washington Ave, Escondido, CA, 92025-1692	0.54	M-1	GI	Excluded - Industrial
2320910200	753 W Washington Ave, Escondido, CA, 92025-1632	0.92	M-1	GI	Excluded - Industrial
2320910300	770 W Washington Ave, Escondido, CA, 92025	2.00	M-1	GI	Excluded - Industrial
2320912500	798 Norlak Ave, Escondido, CA, 92025	1.80	M-1	GI	Excluded - Industrial
2282706900	802 W Washington Ave, Escondido, CA, 92025-1644	0.90	M-1	GI	Excluded - Industrial
2282705800	820 W Washington Ave, Escondido, CA, 92025-1635	0.16	M-1	GI	Excluded - Industrial
2282706800	826 W Washington Ave, Escondido, CA, 92025-1635	0.40	M-1	GI	Excluded - Industrial
2293311900	0 Gannon St, Escondido, CA, 92025	0.24	M-1	LI	Excluded - Industrial
7602462900	310 N Quince St, Escondido, CA, 92025	2.78	M-1	LI	Excluded - Industrial
2293311800	350 N Quince St, Escondido, CA, 92025-2520	0.79	M-1	LI	Excluded - Industrial
2293311400	398 N Quince St, Escondido, CA, 92025	2.78	M-1	LI	Excluded - Industrial
2293310300	428 N Quince St, Escondido, CA, 92025-2522	0.52	M-1	LI	Excluded - Industrial
2293310200	432 N Quince St, Escondido, CA, 92025-2522	1.08	M-1	LI	Excluded - Industrial
2293310100	446 N Quince St, Escondido, CA, 92025-2522	0.93	M-1	LI	Excluded - Industrial
2292711000	502 N Quince St, Escondido, CA, 92025-2524	0.47	M-1	LI	Excluded - Industrial
2293311200	507 W Gannon Pl, Escondido, CA, 92025-2512	0.50	M-1	LI	Excluded - Industrial
2292712300	518 N Quince St, Escondido, CA, 92025	1.19	M-1	LI	Excluded - Industrial
2293310400	520 W Gannon Pl, Escondido, CA, 92025-2513	2.52	M-1	LI	Excluded - Industrial
2292711500	525 W Washington Ave, Escondido, CA, 92025-1628	0.51	M-1	LI	Excluded - Industrial
2292710700	534 N Quince St, Escondido, CA, 92025-2524	0.17	M-1	LI	Excluded - Industrial
2292710600	538 N Quince St, Escondido, CA, 92025-2524	0.56	M-1	LI	Excluded - Industrial
2292711600	545 W Washington Ave, Escondido, CA, 92025-1628	0.51	M-1	LI	Excluded - Industrial
2292710500	546 N Quince St, Escondido, CA, 92025-2524	0.34	M-1	LI	Excluded - Industrial
2291711000	550 W Washington Ave, Escondido, CA, 92025-1643	0.22	M-1	LI	Excluded - Industrial
2291711100	550 W Washington Ave, Escondido, CA, 92025-1643	0.30	M-1	LI	Excluded - Industrial
2291712100	550 W Washington Ave, Escondido, CA, 92025-1643	0.77	M-1	LI	Excluded - Industrial
2292711400	560 N Quince St, Escondido, CA, 92025-2524	0.51	M-1	LI	Excluded - Industrial
2320902600	0 Santa Fe Ave, Escondido, CA, 92025	1.59	M-2	GI	Excluded - Industrial
2320907300	0 Santa Fe Ave, Escondido, CA, 92025	6.32	M-2	GI	Excluded - Industrial
2320902800	0 Spruce St, Escondido, CA, 92025	0.83	M-2	GI	Excluded - Industrial
2282507400	0 Washington Ave, Escondido, CA, 92025	0.51	M-2	GI	Excluded - Industrial
2320907200	0 Washington St, Escondido, CA, 92025	10.32	M-2	GI	Excluded - Industrial
2320900100	1035 W Washington Ave, Escondido, CA, 92025-1673	3.29	M-2	GI	Excluded - Industrial
2282501600	1044 W Washington Ave, Escondido, CA, 92025-1672	1.78	M-2	GI	Excluded - Industrial
2282507700	1044 W Washington Ave, Escondido, CA, 92025-1672	4.21	M-2	GI	Excluded - Industrial
2282501700	1050 W Washington Ave, Escondido, CA, 92025-1672	0.48	M-2	GI	Excluded - Industrial
2323601700	500 N Tulip St, Escondido, CA, 92025-2533	3.75	M-2	GI	Excluded - Industrial
2320904600	507 N Spruce St, Escondido, CA, 92025-2526	0.20	M-2	GI	Excluded - Industrial
2320904800	507 N Spruce St, Escondido, CA, 92025-2526	0.38	M-2	GI	Excluded - Industrial
2320800600	550 N Tulip St, Escondido, CA, 92025-2533	4.27	M-2	GI	Excluded - Industrial
2321312500	555 N Tulip St, Escondido, CA, 92025-2532	6.32	M-2	GI	Excluded - Industrial
2320801200	562 N Tulip St, Escondido, CA, 92025-2533	0.45	M-2	GI	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2320801300	564 N Tulip St, Escondido, CA, 92025 2533	0.70	M-2	GI	Excluded - Industrial
2320801100	566 N Tulip St, Escondido, CA, 92025-2533	0.50	M-2	GI	Excluded - Industrial
2320801000	568 N Tulip St, Escondido, CA, 92025-2533	0.67	M-2	GI	Excluded - Industrial
2320800800	570 N Tulip St, Escondido, CA, 92025-2533	0.44	M-2	GI	Excluded - Industrial
2320800900	572 N Tulip St, Escondido, CA, 92025-2533	0.53	M-2	GI	Excluded - Industrial
2320905400	598 N Spruce St, Escondido, CA, 92025	7.82	M-2	GI	Excluded - Industrial
2282506600	611 Rock Springs Rd, Escondido, CA, 92025-1622	0.95	M-2	GI	Excluded - Industrial
2282506500	641 Rock Springs Rd, Escondido, CA, 92025-1622	0.95	M-2	GI	Excluded - Industrial
2282503400	649 Rock Springs Rd, Escondido, CA, 92025-1622	0.67	M-2	GI	Excluded - Industrial
2320912400	775 Norlak Ave, Escondido, CA, 92025-2514	1.60	M-2	GI	Excluded - Industrial
2320904500	825 W Washington Ave, Escondido, CA, 92025-1634	0.41	M-2	GI	Excluded - Industrial
2320905500	849 W Washington Ave, Escondido, CA, 92025-1634	4.18	M-2	GI	Excluded - Industrial
2282507300	910 Washington Ave, Escondido, CA, 92025	0.22	M-2	GI	Excluded - Industrial
2282507200	930 W Washington St, Escondido, CA, 92025-1637	0.24	M-2	GI	Excluded - Industrial
2282506400	950 W Washington Ave, Escondido, CA, 92025-1637	5.29	M-2	GI	Excluded - Industrial
2331000400	0 3rd Ave, Escondido, CA, 92025	0.09	S-P	SPA 15	Excluded - Industrial
2331002300	0 3rd Ave, Escondido, CA, 92025	0.98	S-P	SPA 15	Excluded - Industrial
2331310600	0 Pine St, Escondido, CA, 92025	0.34	S-P	SPA 15	Excluded - Industrial
2330211400	0 Quince St, Escondido, CA, 92025	0.82	S-P	SPA 15	Excluded - Industrial
2330210800	135 S Quince St, Escondido, CA, 92025-4055	0.87	S-P	SPA 15	Excluded - Industrial
2331002100	190 S Spruce St, Escondido, CA, 92025	0.03	S-P	SPA 15	Excluded - Industrial
2331001700	200 S Spruce St, Escondido, CA, 92025	0.91	S-P	SPA 15	Excluded - Industrial
2330311100	237 S Quince St, Escondido, CA, 92025-4044	1.47	S-P	SPA 15	Excluded - Industrial
2330311400	245 S Quince St, Escondido, CA, 92025-4044	0.34	S-P	SPA 15	Excluded - Industrial
2331001400	321 S Quince St, Escondido, CA, 92025-4046	1.12	S-P	SPA 15	Excluded - Industrial
2331002500	360 S Spruce St, Escondido, CA, 92025-4052	0.69	S-P	SPA 15	Excluded - Industrial
2331310100	410 S Quince St, Escondido, CA, 92025-4048	0.31	S-P	SPA 15	Excluded - Industrial
2331311500	480 S Quince St, Escondido, CA, 92025-4048	0.30	S-P	SPA 15	Excluded - Industrial
2332110100	502 S Quince St, Escondido, CA, 92025-4020	0.34	S-P	SPA 15	Excluded - Industrial
2331920600	515 S Quince St, Escondido, CA, 92025-4022	0.16	S-P	SPA 15	Excluded - Industrial
2331310500	515 W 4th Ave, Escondido, CA, 92025-4037	0.17	S-P	SPA 15	Excluded - Industrial
2331310900	528 W 5th Ave, Escondido, CA, 92025-4004	0.16	S-P	SPA 15	Excluded - Industrial
2331311600	529 W 4th Ave, Escondido, CA, 92025-4037	0.50	S-P	SPA 15	Excluded - Industrial
2331311000	534 W 5th Ave, Escondido, CA, 92025-4004	0.15	S-P	SPA 15	Excluded - Industrial
2331311100	542 W 5th Ave, Escondido, CA, 92025-4004	0.17	S-P	SPA 15	Excluded - Industrial
2332110300	545 W 5th Ave, Escondido, CA, 92025	0.17	S-P	SPA 15	Excluded - Industrial
2331921100	546 S Redwood St, Escondido, CA, 92025-4026	0.31	S-P	SPA 15	Excluded - Industrial
2332110200	598 W 5th Ave, Escondido, CA, 92025	0.17	S-P	SPA 15	Excluded - Industrial
2331920700	600 W 6th Ave, Escondido, CA, 92025-4008	0.47	S-P	SPA 15	Excluded - Industrial
2330311200	616 W 3rd Ave, Escondido, CA, 92025-4035	0.61	S-P	SPA 15	Excluded - Industrial
2331920500	619 W 5th Ave, Escondido, CA, 92025-4040	0.18	S-P	SPA 15	Excluded - Industrial
2331920400	623 W 5th Ave, Escondido, CA, 92025-4040	0.15	S-P	SPA 15	Excluded - Industrial
2331921300	626 W 6th Ave, Escondido, CA, 92025-4008	0.32	S-P	SPA 15	Excluded - Industrial

Excluded Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Exclusion
2331920300	629 W 5th Ave, Escondido, CA, 92025-4040	0.32	S-P	SPA 15	Excluded - Industrial
2331121600	634 W 5th Ave, Escondido, CA, 92025	2.74	S-P	SPA 15	Excluded - Industrial
7601699901	635 W 3rd Ave, Escondido, CA, 92025-4034	2.20	S-P	SPA 15	Excluded - Industrial
2331921000	642 W 6th Ave, Escondido, CA, 92025-4008	0.17	S-P	SPA 15	Excluded - Industrial
2331921200	651 W 5th Ave, Escondido, CA, 92025-4040	0.48	S-P	SPA 15	Excluded - Industrial
2331001200	704 W 4th Ave, Escondido, CA, 92025-4039	0.29	S-P	SPA 15	Excluded - Industrial
2331001100	710 W 4th Ave, Escondido, CA, 92025-4039	0.17	S-P	SPA 15	Excluded - Industrial
2331110800	711 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110700	721 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110600	731 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110500	737 W 4th Ave, Escondido, CA, 92025-4038	0.18	S-P	SPA 15	Excluded - Industrial
2331000300	740 W 4th Ave, Escondido, CA, 92025-4039	0.52	S-P	SPA 15	Excluded - Industrial
2331001000	740 W Fourth Ave, Escondido, CA, 92025-4039	0.34	S-P	SPA 15	Excluded - Industrial
2331110400	741 W 4th Ave, Escondido, CA, 92025-4038	0.15	S-P	SPA 15	Excluded - Industrial
2331110300	743 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331110200	751 W 4th Ave, Escondido, CA, 92025-4038	0.17	S-P	SPA 15	Excluded - Industrial
2331001900	755 W Grand Ave, Escondido, CA, 92025-2505	0.31	S-P	SPA 15	Excluded - Industrial
2331110100	759 W 4th Ave, Escondido, CA, 92025-4038	0.16	S-P	SPA 15	Excluded - Industrial
2331002000	760 W 2nd Ave, Escondido, CA, 92025	0.19	S-P	SPA 15	Excluded - Industrial
2331002400	765 W 3rd Ave, Escondido, CA, 92025-4036	0.69	S-P	SPA 15	Excluded - Industrial
2331001800	798 W 2nd Ave, Escondido, CA, 92025	8.51	S-P	SPA 15	Excluded - Industrial
7601694400	0 Valley Pkwy, Escondido, CA, 92025	0.02	S-P	SPA 9	Excluded - Industrial
7601693800	201 N Quince St, Escondido, CA, 92025	3.04	S-P	SPA 9	Excluded - Industrial
7602460600	0 Grand Ave, Escondido, CA, 92025	5.04	S-P	SPA 15	Excluded - Industrial/Railroad
7601697400	0 W 3rd Ave, Escondido, CA, 92025	2.20	S-P	SPA 15	Excluded - Industrial/Railroad
7601697500	135 Quince St, Escondido, CA, 92025-4055	0.89	S-P	SPA 15	Excluded - Industrial/Railroad
7601699100	546 S Redwood St, Escondido, CA, 92025-4026	0.56	S-P	SPA 15	Excluded - Industrial/Railroad
2322902300	399 S Spruce St, Escondido, CA, 92025	0.63	OS-P	P	Excluded - Park/Open Space
2293521200	251 Woodward Ave, Escondido, CA, 92025	22.7	S-P	SPA 9	Excluded - Park/Open Space
2293722000	250 Valley Pkwy, Escondido, CA, 92025	3.32	S-P	SPA 9	Excluded - Cultural Facility
2330322200	0 2nd Ave, Escondido, CA, 92025	0.001	PD-C	SPA 9	Excluded - Too small for SB 79 minimum requirements
2330211800	698 W 2nd Ave, Escondido, CA, 92025	0.01	S-P	SPA 15	Excluded - Too small for SB 79 minimum requirements
2321101800	868 W Grand Ave, Escondido, CA, 92025	0.02	R-3-18	U3	Excluded - Too small for SB 79 minimum requirements
2321101900	868 W Grand Ave, Escondido, CA, 92025	0.03	S-P	SPA 9	Excluded - Too small for SB 79 minimum requirements

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2283812700	0 Aero Way, Escondido, CA, 92029	0.38	M-1	GI	Excluded - Industrial
2283812800	0 Aero Way, Escondido, CA, 92029	0.42	M-1	GI	Excluded - Industrial
2283813700	0 Alpine Way, Escondido, CA, 92029	0.83	M-1	GI	Excluded - Industrial
2283816700	0 Auto Park Way, Escondido, CA, 92029	0.13	M-1	GI	Excluded - Industrial
2283816800	0 Auto Park Way, Escondido, CA, 92029	0.21	M-1	GI	Excluded - Industrial
2283812400	1931 Don Lee Pl, Escondido, CA, 92029-1141	0.34	M-1	GI	Excluded - Industrial
2283812500	1941 Don Lee Pl, Escondido, CA, 92029-1151	0.51	M-1	GI	Excluded - Industrial
2283812600	1951 Don Lee Pl, Escondido, CA, 92029-1141	0.51	M-1	GI	Excluded - Industrial
2283810700	1971 Don Lee Pl, Escondido, CA, 92029-1141	1.05	M-1	GI	Excluded - Industrial
2283810600	1991 Don Lee Pl, Escondido, CA, 92029-1130	1.50	M-1	GI	Excluded - Industrial
2283816400	2410 Auto Park Way, Escondido, CA, 92029-1221	0.27	M-1	GI	Excluded - Industrial
2283817000	2414 Auto Park Way, Escondido, CA, 92029-1223	0.50	M-1	GI	Excluded - Industrial
2283813100	2418 Auto Park Way, Escondido, CA, 92029-1223	0.39	M-1	GI	Excluded - Industrial
2283815000	2425 Auto Park Way, Escondido, CA, 92029-1222	6.40	M-1	GI	Excluded - Industrial
2283812000	2426 Auto Park Way, Escondido, CA, 92029-1225	0.38	M-1	GI	Excluded - Industrial
2283811900	2430 Auto Park Way, Escondido, CA, 92029-1264	0.54	M-1	GI	Excluded - Industrial
2283816300	2431 Auto Park Way, Escondido, CA, 92029-1222	0.41	M-1	GI	Excluded - Industrial
2283811800	2434 Auto Park Way, Escondido, CA, 92029-1265	0.54	M-1	GI	Excluded - Industrial
2283816900	2437 Auto Park Way, Escondido, CA, 92029-1222	0.45	M-1	GI	Excluded - Industrial
2283811700	2438 Auto Park Way, Escondido, CA, 92029-1225	0.58	M-1	GI	Excluded - Industrial
2283811600	2442 Auto Park Way, Escondido, CA, 92029-1225	0.54	M-1	GI	Excluded - Industrial
2283811500	2446 Auto Park Way, Escondido, CA, 92029-1225	0.29	M-1	GI	Excluded - Industrial
2283811400	2450 Auto Park Way, Escondido, CA, 92029-1225	0.24	M-1	GI	Excluded - Industrial
2283817100	2532 Auto Park Way, Escondido, CA, 92029-2087	0.75	M-1	GI	Excluded - Industrial
2283817200	2534 Auto Park Way, Escondido, CA, 92029-2087	1.18	M-1	GI	Excluded - Industrial
2283814200	610 Alpine Way, Escondido, CA, 92029-1204	0.83	M-1	GI	Excluded - Industrial
2283814100	620 Alpine Way, Escondido, CA, 92029-1204	0.59	M-1	GI	Excluded - Industrial
2283813000	622 Aero Way, Escondido, CA, 92029-1201	0.40	M-1	GI	Excluded - Industrial
2283815400	629 Alpine Way, Escondido, CA, 92029-1206	0.85	M-1	GI	Excluded - Industrial
2283814000	630 Alpine Way, Escondido, CA, 92029-1204	0.50	M-1	GI	Excluded - Industrial
2283812100	631 Aero Way, Escondido, CA, 92029-1202	0.36	M-1	GI	Excluded - Industrial
2283812900	632 Aero Way, Escondido, CA, 92029-1201	0.49	M-1	GI	Excluded - Industrial
2283812200	639 Aero Way, Escondido, CA, 92029-1202	0.35	M-1	GI	Excluded - Industrial
2283813900	640 Alpine Way, Escondido, CA, 92029-1204	0.56	M-1	GI	Excluded - Industrial
2283812300	647 Aero Way, Escondido, CA, 92029-1202	0.36	M-1	GI	Excluded - Industrial
2283813500	649 Alpine Way, Escondido, CA, 92029-1206	0.41	M-1	GI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2283813800	650 Alpine Way, Escondido, CA, 92029-1204	0.57	M-1	GI	Excluded - Industrial
2283813600	655 Alpine Way, Escondido, CA, 92029-1206	0.43	M-1	GI	Excluded - Industrial
2283603900	0 Auto Park Way, Escondido, CA, 92029	1.33	M-1	LI	Excluded - Industrial
2285203500	0 Corporate Dr, Escondido, CA, 92029	0.12	M-1	LI	Excluded - Industrial
2283120600	0 Meyers Ave, Escondido, CA, 92029	0.04	M-1	LI	Excluded - Industrial
2283702700	0 Mission Rd, Escondido, CA, 92029	4.61	M-1	LI	Excluded - Industrial
2284202000	0 Oppen St, Escondido, CA, 92029	0.65	M-1	LI	Excluded - Industrial
2283705200	1726 Mission Rd, Escondido, CA, 92029-1111	0.82	M-1	LI	Excluded - Industrial
2283704300	1726 Mission Rd, Escondido, CA, 92029-1111	1.29	M-1	LI	Excluded - Industrial
2283704500	1730 Mission Rd, Escondido, CA, 92029-1111	1.40	M-1	LI	Excluded - Industrial
2283705300	1738 Mission Rd, Escondido, CA, 92029-1111	0.70	M-1	LI	Excluded - Industrial
2283704800	1798 Mission Rd, Escondido, CA, 92029	4.09	M-1	LI	Excluded - Industrial
2283604600	1800 Mission Rd, Escondido, CA, 92029-1112	1.97	M-1	LI	Excluded - Industrial
2283604900	1824 Mission Rd, Escondido, CA, 92029-1112	0.30	M-1	LI	Excluded - Industrial
2283604700	1830 Mission Rd, Escondido, CA, 92029-1112	2.86	M-1	LI	Excluded - Industrial
2283604800	1844 Mission Rd, Escondido, CA, 92029-1112	0.29	M-1	LI	Excluded - Industrial
2283603100	1914 Mission Ave, Escondido, CA, 92029	1.32	M-1	LI	Excluded - Industrial
2283603200	1914 Mission Ave, Escondido, CA, 92029-1132	1.05	M-1	LI	Excluded - Industrial
2283603300	1916 Mission Ave, Escondido, CA, 92029-1114	0.91	M-1	LI	Excluded - Industrial
2283603400	1920 Mission Ave, Escondido, CA, 92029-1114	0.60	M-1	LI	Excluded - Industrial
2283601200	1960 Mission Rd, Escondido, CA, 92029-1114	2.17	M-1	LI	Excluded - Industrial
2283601300	2010 Mission Rd, Escondido, CA, 92029-1119	2.60	M-1	LI	Excluded - Industrial
2283601600	2040 Mission Ave, Escondido, CA, 92029-1119	0.74	M-1	LI	Excluded - Industrial
2261124900	2120 Mission Rd, Escondido, CA, 92029-1039	2.11	M-1	LI	Excluded - Industrial
2261123100	2126 Mission Rd, Escondido, CA, 92029-1013	1.68	M-1	LI	Excluded - Industrial
2261123000	2130 Mission Rd, Escondido, CA, 92029-1013	1.15	M-1	LI	Excluded - Industrial
2283803600	2161 Meyers Ave, Escondido, CA, 92029-1002	0.48	M-1	LI	Excluded - Industrial
2283803700	2161 Meyers Ave, Escondido, CA, 92029-1002	0.65	M-1	LI	Excluded - Industrial
2283804900	2180 Meyers Ave, Escondido, CA, 92029-1001	0.80	M-1	LI	Excluded - Industrial
2283803800	2181 Meyers Ave, Escondido, CA, 92029-1036	3.59	M-1	LI	Excluded - Industrial
2283803000	2213 Meyers Ave, Escondido, CA, 92029-1005	1.69	M-1	LI	Excluded - Industrial
2284202800	2222 Meyers Ave, Escondido, CA, 92029-1003	0.41	M-1	LI	Excluded - Industrial
2283803100	2225 Meyers Ave, Escondido, CA, 92029-1005	1.02	M-1	LI	Excluded - Industrial
2284200100	2235 Meyers Ave, Escondido, CA, 92029-1005	0.30	M-1	LI	Excluded - Industrial
2284701600	2235 Micro Pl, Escondido, CA, 92029-1010	0.30	M-1	LI	Excluded - Industrial
2284203000	2250 Meyers Ave, Escondido, CA, 92029-1004	0.31	M-1	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2284203400	2255 Meyers Ave, Escondido, CA, 92029-1007	0.60	M-1	LI	Excluded - Industrial
2284201600	2270 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2284201000	2275 Meyers Ave, Escondido, CA, 92029-1007	0.23	M-1	LI	Excluded - Industrial
2284201500	2280 Meyers Ave, Escondido, CA, 92029-1004	0.27	M-1	LI	Excluded - Industrial
2284201100	2285 Meyers Ave, Escondido, CA, 92029-1007	0.22	M-1	LI	Excluded - Industrial
2284201400	2290 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2284201200	2295 Meyers Ave, Escondido, CA, 92029-1007	0.29	M-1	LI	Excluded - Industrial
2284201300	2296 Meyers Ave, Escondido, CA, 92029-1004	0.28	M-1	LI	Excluded - Industrial
2283121700	2320 Meyers Ave, Escondido, CA, 92029-1006	2.69	M-1	LI	Excluded - Industrial
2284702700	2340 Meyers Ave, Escondido, CA, 92029-1008	0.71	M-1	LI	Excluded - Industrial
2284702800	2342 Meyers Ave, Escondido, CA, 92029-1008	0.71	M-1	LI	Excluded - Industrial
2283804000	2563 N Auto Park Way, Escondido, CA, 92029-2088	0.71	M-1	LI	Excluded - Industrial
2283803900	2593 Auto Park Way, Escondido, CA, 92029-2088	0.44	M-1	LI	Excluded - Industrial
2283801700	2615 Auto Park Way, Escondido, CA, 92029-2089	0.46	M-1	LI	Excluded - Industrial
2283804500	2645 Auto Park Way, Escondido, CA, 92029-2089	0.47	M-1	LI	Excluded - Industrial
2285200100	2835 Progress Pl, Escondido, CA, 92029-1516	1.40	M-1	LI	Excluded - Industrial
2285200800	2862 Executive Pl, Escondido, CA, 92029-1524	1.24	M-1	LI	Excluded - Industrial
2285200700	2863 Executive Pl, Escondido, CA, 92029-1524	1.79	M-1	LI	Excluded - Industrial
2285200600	2864 Progress Pl, Escondido, CA, 92029-1516	1.80	M-1	LI	Excluded - Industrial
2285203300	2865 Executive Pl, Escondido, CA, 92029-1524	3.49	M-1	LI	Excluded - Industrial
2283904000	335 Ross Dr, Escondido, CA, 92029-1121	0.44	M-1	LI	Excluded - Industrial
2285201300	445 Corporate Dr, Escondido, CA, 92029-1526	0.81	M-1	LI	Excluded - Industrial
2285201400	450 Corporate Dr, Escondido, CA, 92029-1509	1.15	M-1	LI	Excluded - Industrial
2285201201	457 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201202	459 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201500	460 Corporate Dr, Escondido, CA, 92029-1527	0.69	M-1	LI	Excluded - Industrial
2285201203	461 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201204	463 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201205	465 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201600	470 Corporate Dr, Escondido, CA, 92029-1509	0.69	M-1	LI	Excluded - Industrial
2285201100	475 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201700	480 Corporate Dr, Escondido, CA, 92029-1509	0.71	M-1	LI	Excluded - Industrial
2285201000	485 Corporate Dr, Escondido, CA, 92029-1507	0.82	M-1	LI	Excluded - Industrial
2285201800	490 Corporate Dr, Escondido, CA, 92029-1509	0.65	M-1	LI	Excluded - Industrial
2285203400	500 Corporate Dr, Escondido, CA, 92029-1517	0.73	M-1	LI	Excluded - Industrial
2285200900	505 Corporate Dr, Escondido, CA, 92029-1500	1.16	M-1	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2285203800	510 Corporate Dr, Escondido, CA, 92029-1532	1.39	M-1	LI	Excluded - Industrial
2285203700	520 Corporate Dr, Escondido, CA, 92029-1528	1.61	M-1	LI	Excluded - Industrial
2285203100	525 Corporate Dr, Escondido, CA, 92029-1500	5.47	M-1	LI	Excluded - Industrial
2284200500	525 Opper St, Escondido, CA, 92029-1019	0.54	M-1	LI	Excluded - Industrial
2285203600	530 Corporate Dr, Escondido, CA, 92029-1501	0.89	M-1	LI	Excluded - Industrial
2284203500	530 Opper St, Escondido, CA, 92029-1034	1.46	M-1	LI	Excluded - Industrial
2284200600	535 Opper St, Escondido, CA, 92029-1019	0.61	M-1	LI	Excluded - Industrial
2284200200	540 Opper St, Escondido, CA, 92029-1018	0.57	M-1	LI	Excluded - Industrial
2285203000	545 Corporate Dr, Escondido, CA, 92029-1500	1.01	M-1	LI	Excluded - Industrial
2284200700	545 Opper St, Escondido, CA, 92029-1019	0.30	M-1	LI	Excluded - Industrial
2284000100	555 Country Club Dr, Escondido, CA, 92029-1510	0.91	M-1	LI	Excluded - Industrial
2284203600	650 Opper St, Escondido, CA, 92029-1020	0.95	M-1	LI	Excluded - Industrial
2284202900	655 Opper St, Escondido, CA, 92029-1021	0.32	M-1	LI	Excluded - Industrial
2284201900	665 Opper St, Escondido, CA, 92029-1021	0.65	M-1	LI	Excluded - Industrial
2283803200	2210 Meyers Ave, Escondido, CA, 92029-1003	1.22	M-1/M-2	LI	Excluded - Industrial
2283120400	2421 Barham Dr, Escondido, CA, 92029-1027	5.00	M-1/M-2	LI	Excluded - Industrial
2284203100	670 Opper St, Escondido, CA, 92029-1020	0.50	M-1/M-2	LI	Excluded - Industrial
2283811100	1725 Mission Rd, Escondido, CA, 92029	2.52	M-2	GI	Excluded - Industrial
2283811000	1758 Don Lee Pl, Escondido, CA, 92029-1136	1.00	M-2	GI	Excluded - Industrial
2283814900	1798 Don Lee Pl, Escondido, CA, 92029	0.23	M-2	GI	Excluded - Industrial
2283810900	1802 Don Lee Pl, Escondido, CA, 92029-1138	0.50	M-2	GI	Excluded - Industrial
2283810800	1810 Don Lee Pl, Escondido, CA, 92029-1138	0.50	M-2	GI	Excluded - Industrial
2283816200	1908 Don Lee Pl, Escondido, CA, 92029-1140	0.23	M-2	GI	Excluded - Industrial
2283816000	1918 Don Lee Pl, Escondido, CA, 92029-1140	0.44	M-2	GI	Excluded - Industrial
2283816100	1928 Don Lee Pl, Escondido, CA, 92029-1140	0.21	M-2	GI	Excluded - Industrial
2283815900	1938 Don Lee Pl, Escondido, CA, 92029-1140	0.45	M-2	GI	Excluded - Industrial
2283815800	1948 Don Lee Pl, Escondido, CA, 92029-1152	0.65	M-2	GI	Excluded - Industrial
2283817400	1968 Don Lee Pl, Escondido, CA, 92029-1142	1.67	M-2	GI	Excluded - Industrial
2283817300	1996 Don Lee Pl, Escondido, CA, 92029-1147	3.64	M-2	GI	Excluded - Industrial
2283817500	2750 Auto Park Way, Escondido, CA, 92029-5000	2.34	M-2	GI	Excluded - Industrial
2284700100	0 Barham Dr, Escondido, CA, 92029	0.46	M-2	LI	Excluded - Industrial
2284704100	0 Micro Pl, Escondido, CA, 92029	0.82	M-2	LI	Excluded - Industrial
2283804700	0 Micro Pl, Escondido, CA, 92029	1.69	M-2	LI	Excluded - Industrial
2283805000	2160 Meyers Ave, Escondido, CA, 92029-1001	0.97	M-2	LI	Excluded - Industrial
2284702100	2200 Micro Pl, Escondido, CA, 92029-1010	0.33	M-2	LI	Excluded - Industrial
2284701800	2219 Micro Pl, Escondido, CA, 92029-1010	0.25	M-2	LI	Excluded - Industrial

Excluded Parcel Inventory | Nordahl Road Station

APN	Address	Acreage	Zoning	General Plan	Exclusion
2284702200	2220 Micro Pl, Escondido, CA, 92029-1010	0.33	M-2	LI	Excluded - Industrial
2284700500	2225 Barham Dr, Escondido, CA, 92029-1037	0.53	M-2	LI	Excluded - Industrial
2284701700	2229 Micro Pl, Escondido, CA, 92029-1010	0.24	M-2	LI	Excluded - Industrial
2284702300	2230 Micro Pl, Escondido, CA, 92029-1010	0.27	M-2	LI	Excluded - Industrial
2284700400	2235 Barham Dr, Escondido, CA, 92029-1025	0.28	M-2	LI	Excluded - Industrial
2284700300	2245 Barham Dr, Escondido, CA, 92029-1025	0.33	M-2	LI	Excluded - Industrial
2284701500	2245 Micro Pl, Escondido, CA, 92029-1011	0.29	M-2	LI	Excluded - Industrial
2284703500	2250 Micro Pl, Escondido, CA, 92029-1011	1.03	M-2	LI	Excluded - Industrial
2284700200	2255 Barham Dr, Escondido, CA, 92029-1025	0.37	M-2	LI	Excluded - Industrial
2284701400	2255 Micro Pl, Escondido, CA, 92029-1011	0.24	M-2	LI	Excluded - Industrial
2284701300	2265 Micro Pl, Escondido, CA, 92029-1011	0.28	M-2	LI	Excluded - Industrial
2284703300	2275 Barham Dr, Escondido, CA, 92029-1025	0.67	M-2	LI	Excluded - Industrial
2284701200	2275 Micro Pl, Escondido, CA, 92029-1011	0.25	M-2	LI	Excluded - Industrial
2284703400	2280 Micro Pl, Escondido, CA, 92029-1011	0.52	M-2	LI	Excluded - Industrial
2284701100	2285 Micro Pl, Escondido, CA, 92029-1038	0.54	M-2	LI	Excluded - Industrial
2284702900	2344 Meyers Ave, Escondido, CA, 92029-1008	0.58	M-2	LI	Excluded - Industrial
2284703000	2346 Meyers Ave, Escondido, CA, 92029-1008	0.58	M-2	LI	Excluded - Industrial
2284703100	2348 Meyers Ave, Escondido, CA, 92029-1008	0.39	M-2	LI	Excluded - Industrial
2284703200	2350 Meyers Ave, Escondido, CA, 92029-1008	0.56	M-2	LI	Excluded - Industrial
2261121200	2444 Barham Dr, Escondido, CA, 92029-1026	2.80	M-2	LI	Excluded - Industrial
2283804800	2751 Auto Park Way, Escondido, CA, 92029-2091	2.63	M-2	LI	Excluded - Industrial
2284702400	730 Oppen St, Escondido, CA, 92029-1022	0.28	M-2	LI	Excluded - Industrial
2284702500	740 Oppen St, Escondido, CA, 92029-1022	0.32	M-2	LI	Excluded - Industrial
2283120500	0 Meyers Ave, Escondido, CA, 92029	4.94	PD-I	LI	Excluded - Industrial
2285204000	2870 Executive Pl, Escondido, CA, 92029-1524	1.35	PD-I	LI	Excluded - Industrial
2285203900	2875 Executive Pl, Escondido, CA, 92029-1524	2.58	PD-I	LI	Excluded - Industrial
2283702800	1798 Mission Rd, Escondido, CA, 92029	2.07	RR	None	Excluded - Railroad
2283300100	1798 Mission Rd, Escondido, CA, 92029	3.05	RR	None	Excluded - Railroad
2283601700	2098 Mission Rd, Escondido, CA, 92029	3.59	RR	None	Excluded - Railroad

Exempt Parcel Inventory | Escondido Transit Center | 1/4 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (100 x acreage)	Difference
No	2321701000	0 Upas St, Escondido, CA, 92025	0.14	R-1-10	S	0.46	14.01	13.54
No	2321800700	101 N Upas St, Escondido, CA, 92025-3948	0.22	R-1-10	S	0.73	22.05	21.32
No	2321701600	104 N Upas St, Escondido, CA, 92025-3944	0.34	R-1-10	S	1.14	34.44	33.30
No	2321703100	108 S Upas St, Escondido, CA, 92025-3946	0.31	R-1-10	S	1.04	31.49	30.45
No	2321800600	111 N Upas St, Escondido, CA, 92025-3948	0.25	R-1-10	S	0.84	25.39	24.55
No	2321700900	116 S Upas St, Escondido, CA, 92025-3946	0.34	R-1-10	S	1.12	33.90	32.78
No	2321701900	120 N Upas St, Escondido, CA, 92025-3944	0.29	R-1-10	S	0.95	28.70	27.75
No	2321800500	121 N Upas St, Escondido, CA, 92025-3948	0.30	R-1-10	S	0.98	29.80	28.82
No	2321800400	122 Caroline Way, Escondido, CA, 92025-3810	0.23	R-1-10	S	0.77	23.43	22.65
No	2321700600	180 N Upas St, Escondido, CA, 92025-3944	0.69	R-1-10	S	2.27	68.78	66.51
No	2321503100	195 N Upas St, Escondido, CA, 92025-3948	0.56	R-1-10	S	1.85	56.00	54.15
No	2321703200	196 N Upas St, Escondido, CA, 92025-3944	0.34	R-1-10	S	1.14	34.43	33.30
No	2321703300	198 N Upas St, Escondido, CA, 92025-3944	0.33	R-1-10	S	1.10	33.29	32.19
No	2321700800	199 S Upas St, Escondido, CA 92025	0.18	R-1-10	S	0.59	17.92	17.33
No	2321703400	200 N Upas St, Escondido, CA, 92025-3950	0.35	R-1-10	S	1.16	35.29	34.13
No	2321700300	209 N Tulip St, Escondido, CA, 92025	0.76	R-1-10	S	2.51	76.16	73.64
No	2322321200	915 Grand Ct, Escondido, CA, 92025-3922	0.24	R-1-10	S	0.80	24.27	23.47
No	2322310100	916 Grand Ct, Escondido, CA, 92025-3922	0.23	R-1-10	S	0.78	23.48	22.71
No	2321701200	925 Grand Ct, Escondido, CA, 92025-3922	1.82	R-1-10	S	6.01	182.00	175.99
No	2322320700	926 W 2nd Ave, Escondido, CA, 92025-3964	0.31	R-1-7	U1	1.69	30.66	28.97
No	2322321400	928 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.81	14.80	13.99
No	2322321300	930 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.84	15.36	14.51
No	2322320500	932 W 2nd Ave, Escondido, CA, 92025-3964	0.29	R-1-7	U1	1.61	29.24	27.63
No	2322200900	801 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.84	15.33	13.49
No	2322201000	809 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.85	15.40	13.56
No	2322201100	817 W 2nd Ave, Escondido, CA, 92025-3963	0.17	R-2-12	U2	2.00	16.67	14.67
No	2322201200	825 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.83	15.28	13.44
No	2322201300	833 W 2nd Ave, Escondido, CA, 92025-3963	0.16	R-2-12	U2	1.89	15.75	13.86
No	2322201400	841 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.82	15.13	13.31
No	2322201500	849 W 2nd Ave, Escondido, CA, 92025-3963	0.15	R-2-12	U2	1.82	15.19	13.37
30 parcels			9.94			44.23	993.61	949.38

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322001800	100 Howell Heights Dr, Escondido, CA, 92025-3813	0.23	R-1-10	S	0.77	18.62	17.85
No	2321800800	1010 Murray Ct, Escondido, CA, 92025-3861	0.23	R-1-10	S	0.77	18.56	17.79
No	2322000300	102 Caroline Way, Escondido, CA, 92025-3810	0.26	R-1-10	S	0.85	20.68	19.83
No	2321901000	1020 W 2nd Ave, Escondido, CA, 92025-3840	0.24	R-1-10	S	0.78	18.88	18.10
No	2323011300	1020 W 5th Ave, Escondido, CA, 92025-3802	0.23	R-1-10	S	0.77	18.71	17.94
No	2322002400	103 Howell Heights Dr, Escondido, CA, 92025-3812	0.23	R-1-10	S	0.76	18.44	17.68
No	2323011200	1030 W 5th Ave, Escondido, CA, 92025-3802	0.27	R-1-10	S	0.88	21.41	20.53
No	2321900900	1034 W 2nd Ave, Escondido, CA, 92025-3866	0.21	R-1-10	S	0.70	16.94	16.24
No	2322000200	104 Caroline Way, Escondido, CA, 92025-3810	0.23	R-1-10	S	0.77	18.60	17.83
No	2323011600	1040 W 5th Ave, Escondido, CA, 92025-3802	0.35	R-1-10	S	1.17	28.35	27.18
No	2321901800	105 S Upas St, Escondido, CA, 92025-3945	0.21	R-1-10	S	0.68	16.51	15.83
No	2321900300	106 Caroline Way, Escondido, CA, 92025-3810	0.05	R-1-10	S	0.16	3.93	3.77
No	2322000100	106 Caroline Way, Escondido, CA, 92025-3810	0.17	R-1-10	S	0.55	13.36	12.81
No	2321900100	107 Murray Ct, Escondido, CA, 92025-3816	0.19	R-1-10	S	0.63	15.16	14.53
No	2322001900	108 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.82	19.87	19.05
No	2321800100	110 Caroline Way, Escondido, CA, 92025-3810	0.22	R-1-10	S	0.74	17.92	17.18
No	2322001000	110 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.84	20.37	19.53
No	2321900200	111 Murray Ct, Escondido, CA, 92025-3816	0.21	R-1-10	S	0.71	17.14	16.43
No	2322001600	116 Howell Heights Dr, Escondido, CA, 92025-3813	0.26	R-1-10	S	0.85	20.50	19.65
No	2321800900	118 Caroline Way, Escondido, CA, 92025-3810	0.45	R-1-10	S	1.48	35.79	34.32
No	2322001300	120 Howell Heights Dr, Escondido, CA, 92025-3813	0.25	R-1-10	S	0.82	20.00	19.17
No	2321900400	121 Murray Ct, Escondido, CA, 92025-3816	0.20	R-1-10	S	0.66	15.94	15.28
No	2321901700	127 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.47	16.75
No	2321900500	134 Howell Heights Dr, Escondido, CA, 92025-3813	0.33	R-1-10	S	1.08	26.27	25.19
No	2321901600	141 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.73	17.60	16.88
No	2321900600	142 Howell Heights Dr, Escondido, CA, 92025-3813	0.32	R-1-10	S	1.07	25.93	24.86
No	2322001200	143 Howell Heights Dr, Escondido, CA, 92025-3812	0.35	R-1-10	S	1.17	28.31	27.14
No	2321701100	150 S Upas St, Escondido, CA, 92025-3946	0.49	R-1-10	S	1.61	39.05	37.44
No	2322001100*	151 Howell Heights Dr, Escondido, CA, 92025-3812	0.20	R-1-10	S	0.64	15.64	14.99
No	2321901500	151 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.45	16.73
No	2321900800	154 Howell Heights Dr, Escondido, CA, 92025-3813	0.33	R-1-10	S	1.10	26.68	25.57
No	2322000900	161 Howell Heights Dr, Escondido, CA, 92025-3812	0.26	R-1-10	S	0.85	20.50	19.65
No	2321901400	161 S Upas St, Escondido, CA, 92025-3945	0.24	R-1-10	S	0.81	19.56	18.75
No	2321901900	166 Howell Heights Dr, Escondido, CA, 92025-3813	0.30	R-1-10	S	0.99	23.88	22.90
No	2321901300	170 Gordon Ct, Escondido, CA, 92025-3811	0.24	R-1-10	S	0.80	19.33	18.53
No	2321901200	171 S Upas St, Escondido, CA, 92025-3945	0.22	R-1-10	S	0.72	17.40	16.68
No	2322000700	175 Howell Heights Dr, Escondido, CA, 92025-3812	0.23	R-1-10	S	0.76	18.49	17.73
No	2321902000*	178 Howell Heights Dr, Escondido, CA, 92025-3813	0.13	R-1-10	S	0.44	10.65	10.22
No	2321901100	179 S Upas St, Escondido, CA, 92025-3945	0.19	R-1-10	S	0.62	15.07	14.45
No	2322000600	219 Howell Heights Dr, Escondido, CA, 92025-3814	0.25	R-1-10	S	0.84	20.37	19.53

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322703900	245 S Vine St, Escondido, CA, 92025-3823	0.32	R-1-10	S	1.06	25.74	24.68
No	2322703800	245 S Vine St, Escondido, CA, 92025-3823	0.44	R-1-10	S	1.46	35.27	33.82
No	2323010100	422 S Vine St, Escondido, CA, 92025-3826	0.75	R-1-10	S	2.47	59.78	57.31
No	2323011500	427 S Upas St, Escondido, CA, 92025-3951	0.31	R-1-10	S	1.02	24.71	23.69
No	2323011400	429 S Upas St, Escondido, CA, 92025-3951	0.25	R-1-10	S	0.84	20.33	19.49
No	2323011000	437 S Upas St, Escondido, CA, 92025-3951	0.46	R-1-10	S	1.51	36.68	35.16
No	2323010900	447 S Upas St, Escondido, CA, 92025-3951	0.22	R-1-10	S	0.72	17.46	16.74
No	2323010800	457 S Upas St, Escondido, CA, 92025-3951	0.23	R-1-10	S	0.77	18.57	17.80
No	2322700300	201 S Upas St, Escondido, CA, 92025-3947	0.20	R-1-10	U1	1.10	15.97	14.87
No	2322700400	211 S Upas St, Escondido, CA, 92025-3947	0.15	R-1-10	U1	0.85	12.36	11.51
No	2322700500	301 S Upas St, Escondido, CA, 92025-3949	0.16	R-1-10	U1	0.88	12.81	11.93
No	2322700600	311 S Upas St, Escondido, CA, 92025-3949	0.16	R-1-10	U1	0.88	12.77	11.89
No	2322701600	321 S Upas St, Escondido, CA, 92025-3949	0.18	R-1-10	U1	0.99	14.41	13.42
No	2322701700	351 S Upas St, Escondido, CA, 92025-3949	0.22	R-1-10	U1	1.19	17.28	16.10
No	2322703700	361 S Vine St, Escondido, CA, 92025-3859	0.28	R-1-10	U1	1.54	22.38	20.84
No	2322700900	401 S Upas St, Escondido, CA, 92025-3951	0.25	R-1-10	U1	1.39	20.16	18.78
No	2322701000	411 S Upas St, Escondido, CA, 92025-3951	0.19	R-1-10	U1	1.05	15.34	14.29
No	2322702200	0 Howell Heights Dr, Escondido, CA, 92025	0.28	R-1-6	U1	1.54	22.42	20.88
No	2322702500	1023 W 2nd Ave, Escondido, CA, 92025-3839	0.41	R-1-6	U1	2.25	32.71	30.46
No	2322702400	1025 W 2nd Ave, Escondido, CA, 92025-3839	3.89	R-1-6	U1	21.40	311.20	289.81
No	2322702700	250 S Vine St, Escondido, CA, 92025-3824	0.85	R-1-6	U1	4.68	68.00	63.33
No	2322702600	350 S Vine St, Escondido, CA, 92025-3858	1.30	R-1-6	U1	7.15	104.00	96.85
No	2322821900	0 4th Ave, Escondido, CA, 92025	0.15	R-1-7	U1	0.84	12.17	11.34
No	2322331000	0 Upas St, Escondido, CA, 92025	0.18	R-1-7	U1	0.97	14.06	13.10
No	2323330500	520 S Upas St, Escondido, CA, 92025-3954	0.35	R-1-7	U1	1.93	28.09	26.16
No	2323332900	531 Schafer Pl, Escondido, CA, 92025-3923	0.18	R-1-7	U1	1.00	14.56	13.56
No	2323332200	540 Schafer Pl, Escondido, CA, 92025-3924	0.21	R-1-7	U1	1.15	16.69	15.55
No	2323332800	543 Schafer Pl, Escondido, CA, 92025-3923	0.33	R-1-7	U1	1.80	26.24	24.44
No	2323332700	555 Schafer Pl, Escondido, CA, 92025-3923	0.19	R-1-7	U1	1.07	15.50	14.43
No	2323200800	601 S Spruce St, Escondido, CA, 92025-4031	0.44	R-1-7	U1	2.40	34.95	32.55
No	2323332300	602 Schafer Pl, Escondido, CA, 92025-3926	0.25	R-1-7	U1	1.38	20.09	18.71
No	2322331400	913 W 2nd Ave, Escondido, CA, 92025-3907	0.13	R-1-7	U1	0.72	10.46	9.74
No	2322810700	918 W 3rd Ave, Escondido, CA, 92025-3911	0.15	R-1-7	U1	0.84	12.25	11.41
No	2322330800	921 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.80	11.67	10.87
No	2322810600	924 W 3rd Ave, Escondido, CA, 92025-3911	0.14	R-1-7	U1	0.76	11.06	10.30
No	2322330700	925 W 2nd Ave, Escondido, CA, 92025-3907	0.14	R-1-7	U1	0.75	10.93	10.18
No	2323310400	926 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.13	11.30
No	2322330600	927 W 2nd Ave, Escondido, CA, 92025-3907	0.15	R-1-7	U1	0.84	12.15	11.31
No	2322820800	927 W 3rd Ave, Escondido, CA, 92025-3910	0.16	R-1-7	U1	0.88	12.79	11.91
No	2322330500	929 W 2nd Ave, Escondido, CA, 92025-3907	0.21	R-1-7	U1	1.17	17.04	15.87

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2322820700	929 W 3rd Ave, Escondido, CA, 92025-3910	0.14	R-1-7	U1	0.77	11.18	10.41
No	2322820600	935 W 3rd Ave, Escondido, CA, 92025-3910	0.15	R-1-7	U1	0.83	12.04	11.22
No	2322830900	935 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.74	10.83	10.09
No	2322810500	936 W 3rd Ave, Escondido, CA, 92025-3911	0.24	R-1-7	U1	1.30	18.95	17.65
No	2322821400	936 W 4th Ave, Escondido, CA, 92025-3913	0.14	R-1-7	U1	0.76	11.01	10.25
No	2323310500	936 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.87	12.69	11.81
No	2322821500	938 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.88	11.06
No	2322821600	940 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.93	11.11
No	2323310600	944 W 5th Ave, Escondido, CA, 92025-3917	0.16	R-1-7	U1	0.86	12.49	11.63
No	2322830800	945 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.78	11.30	10.52
No	2323330100	945 W 5th Ave, Escondido, CA, 92025-3973	0.31	R-1-7	U1	1.68	24.47	22.79
No	2322830700	947 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.79	11.45	10.67
No	2322821700	950 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.80	11.65	10.85
No	2323310700	952 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.83	12.05	11.22
No	2322820500	953 W 3rd Ave, Escondido, CA, 92025-3910	0.15	R-1-7	U1	0.84	12.18	11.34
No	2322810400	956 W 3rd Ave, Escondido, CA, 92025-3911	0.19	R-1-7	U1	1.06	15.39	14.33
No	2322331600	959 W 2nd Ave, Escondido, CA, 92025-3907	0.22	R-1-7	U1	1.20	17.39	16.19
No	2322820400	959 W 3rd Ave, Escondido, CA, 92025-3910	0.22	R-1-7	U1	1.21	17.66	16.45
No	2323330200	959 W 5th Ave, Escondido, CA, 92025-3973	0.32	R-1-7	U1	1.74	25.33	23.59
No	2323310800	960 W 5th Ave, Escondido, CA, 92025-3917	0.15	R-1-7	U1	0.81	11.81	11.00
No	2322821800	962 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.81	11.83	11.01
No	2322830600	965 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.78	11.40	10.62
No	2322320400	966 W 2nd Ave, Escondido, CA, 92025-3964	0.30	R-1-7	U1	1.64	23.89	22.25
No	2322811700	966 W 3rd Ave, Escondido, CA, 92025-3911	0.25	R-1-7	U1	1.35	19.62	18.27
No	2322331300	967 W 2nd Ave, Escondido, CA, 92025-3907	0.18	R-1-7	U1	0.99	14.43	13.44
No	2322830500	967 W 4th Ave, Escondido, CA, 92025-3912	0.15	R-1-7	U1	0.84	12.15	11.32
No	2322820300*	969 W 3rd Ave, Escondido, CA, 92025-3910	0.30	R-1-7	U1	1.63	23.76	22.13
No	2323330300	969 W 5th Ave, Escondido, CA, 92025-3973	0.32	R-1-7	U1	1.75	25.38	23.64
No	2322811600	972 W 3rd Ave, Escondido, CA, 92025-3911	0.24	R-1-7	U1	1.30	18.90	17.60
No	2322822000	974 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.82	11.99	11.16
No	2322331200	975 W 2nd Ave, Escondido, CA, 92025-3907	0.21	R-1-7	U1	1.16	16.89	15.73
No	2322830400	975 W 4th Ave, Escondido, CA, 92025-3912	0.13	R-1-7	U1	0.69	10.08	9.38
No	2322822100	976 W 4th Ave, Escondido, CA, 92025-3913	0.14	R-1-7	U1	0.79	11.54	10.75
No	2323310900	976 W 5th Ave, Escondido, CA, 92025-3917	0.34	R-1-7	U1	1.90	27.60	25.70
No	2322830300	977 W 4th Ave, Escondido, CA, 92025-3912	0.17	R-1-7	U1	0.93	13.52	12.59
No	2322320300	978 W 2nd Ave, Escondido, CA, 92025-3964	0.15	R-1-7	U1	0.81	11.73	10.92
No	2322830200	979 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.80	11.58	10.79
No	2322822200	980 W 4th Ave, Escondido, CA, 92025-3913	0.15	R-1-7	U1	0.80	11.65	10.85
No	2322830100	981 W 4th Ave, Escondido, CA, 92025-3912	0.14	R-1-7	U1	0.79	11.47	10.68
No	2322320200	984 W 2nd Ave, Escondido, CA, 92025-3964	0.14	R-1-7	U1	0.77	11.27	10.49

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

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No	2322820200	985 W 3rd Ave, Escondido, CA, 92025-3910	0.19	R-1-7	U1	1.04	15.17	14.13
No	2322811100	986 W 3rd Ave, Escondido, CA, 92025	0.24	R-1-7	U1	1.35	19.58	18.24
No	2322820100	989 W 3rd Ave, Escondido, CA, 92025-3910	0.19	R-1-7	U1	1.03	15.01	13.98
No	2322331100	991 W 2nd Ave, Escondido, CA, 92025-3907	0.17	R-1-7	U1	0.92	13.41	12.49
No	2323311000	992 W 5th Ave, Escondido, CA, 92025-3917	0.30	R-1-7	U1	1.68	24.38	22.70
No	2322320100	998 W 2nd Ave, Escondido, CA, 92025-3964	0.13	R-1-7	U1	0.71	10.26	9.55
No	2323330400	999 W 5th Ave, Escondido, CA, 92025-3973	0.37	R-1-7	U1	2.04	29.66	27.62
No	2331111600	422 N Spruce St, Escondido, CA, 92025-2547	0.09	R-2-12	U2	1.08	7.18	6.10
No	2331910100	502 S Spruce St, Escondido, CA, 92025-4030	0.15	R-2-12	U2	1.77	11.82	10.05
No	2323200100*	511 S Spruce St, Escondido, CA, 92025-4029	0.30	R-2-12	U2	3.58	23.85	20.27
No	2331911600	520 S Spruce St, Escondido, CA, 92025	0.14	R-2-12	U2	1.71	11.41	9.70
No	2323203000	526 S Tulip St, Escondido, CA, 92025-3971	0.15	R-2-12	U2	1.80	12.01	10.21
No	2323202000	528 S Tulip St, Escondido, CA, 92025	0.56	R-2-12	U2	6.77	45.15	38.38
No	2323203100	531 S Spruce St, Escondido, CA, 92025-4029	0.25	R-2-12	U2	3.03	20.21	17.18
No	2323202900	539 S Spruce St, Escondido, CA, 92025-4029	0.29	R-2-12	U2	3.44	22.95	19.51
No	2323200700	545 S Spruce St, Escondido, CA, 92025-4029	0.19	R-2-12	U2	2.26	15.03	12.78
No	2331910800	549 S Redwood St, Escondido, CA, 92025-4025	0.11	R-2-12	U2	1.38	9.17	7.79
No	2331912000	561 S Redwood St, Escondido, CA, 92025-4025	0.08	R-2-12	U2	0.91	6.08	5.17
No	2331911900	581 S Redwood St, Escondido, CA, 92025-4025	0.08	R-2-12	U2	0.96	6.37	5.41
No	2332010100*	620 S Spruce St, Escondido, CA, 92025-4032	0.16	R-2-12	U2	1.98	13.19	11.21
No	2332010800*	701 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.93	12.88	10.95
No	2331910700	703 W 5th Ave, Escondido, CA, 92025-4042	0.09	R-2-12	U2	1.05	6.97	5.93
No	2332010700	705 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.95	13.03	11.08
No	2331110900	710 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.86	10.93
No	2331910600	711 W 5th Ave, Escondido, CA, 92025-4042	0.12	R-2-12	U2	1.40	9.33	7.93
No	2331111000	716 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.97	13.15	11.18
No	2331911700	717 W 5th Ave, Escondido, CA, 92025-4042	0.11	R-2-12	U2	1.31	8.72	7.42
No	2332010600	717 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	2.03	13.53	11.50
No	2331911800	719 W 5th Ave, Escondido, CA, 92025-4042	0.21	R-2-12	U2	2.47	16.44	13.97
No	2331111100	720 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.85	10.92
No	2331912300	724 W 6th Ave, Escondido, CA, 92025-4057	0.16	R-2-12	U2	1.91	12.73	10.82
No	2331912400	724 W 6th Ave, Escondido, CA, 92025-4057	0.32	R-2-12	U2	3.81	25.43	21.61
No	2331111200	726 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.89	12.62	10.73
No	2332010500	727 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	2.07	13.79	11.72
No	2331111300	732 W 5th Ave, Escondido, CA, 92025-4043	0.15	R-2-12	U2	1.80	12.02	10.22
No	2331111400	734 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.93	12.87	10.94
No	2331911300	734 W 6th Ave, Escondido, CA, 92025-4010	0.16	R-2-12	U2	1.89	12.63	10.74
No	2331910400	735 W 5th Ave, Escondido, CA, 92025-4056	0.15	R-2-12	U2	1.80	12.01	10.21
No	2332010400	735 W 6th Ave, Escondido, CA, 92025-4009	0.17	R-2-12	U2	1.99	13.23	11.25
No	2331911400	738 W 6th Ave, Escondido, CA, 92025-4010	0.15	R-2-12	U2	1.84	12.26	10.42

Exempt Parcel Inventory | Escondido Transit Center | 1/2 mile

<1-mi walking path exists to transit station	APN	Address	Acreage	Zoning	General Plan	Zoning Capacity (max du/ac x acreage)	Tier 2 SB 79 Capacity (80 x acreage)	Difference
No	2331910300*	743 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	1.89	12.60	10.71
No	2331911500	744 W 6th Ave, Escondido, CA, 92025-4010	0.16	R-2-12	U2	1.87	12.49	10.62
No	2332010300	745 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	1.97	13.15	11.18
No	2331910200	751 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	1.91	12.72	10.81
No	2331111500	752 W 5th Ave, Escondido, CA, 92025-4043	0.16	R-2-12	U2	1.89	12.61	10.72
No	2332010200	753 W 6th Ave, Escondido, CA, 92025-4009	0.18	R-2-12	U2	2.11	14.07	11.96
No	2331111700	762 W 5th Ave, Escondido, CA, 92025-4043	0.08	R-2-12	U2	0.95	6.32	5.37
No	2322902600	810 W 5th Ave, Escondido, CA, 92025-3915	0.19	R-2-12	U2	2.25	14.99	12.74
No	2323202100	835 W 5th Ave, Escondido, CA, 92025-3976	0.42	R-2-12	U2	5.06	33.75	28.68
No	2323200200*	898 W 5th Ave, Escondido, CA, 92025	0.10	R-2-12	U2	1.22	8.10	6.89
170 parcels			41.69			249.97	3334.89	3084.92

* = on Local Historic Register, subject to Phased Implementation

Phased Implementation Parcel Inventory | Escondido Transit Center

APN	Address	Acreage	Zoning	General Plan	Historic Status	SB 79 Status
2321702600	101 S Tulip St, Escondido, CA, 92025-3927	2.00	R-1-10	S	LOCAL HISTORIC REGISTER	Qualifying - 1/4 mile
2322831300	409 S Tulip St, Escondido, CA, 92025-3932	0.13	R-1-7	U1	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322900900	312 S Tulip St, Escondido, CA, 92025-3931	0.43	R-2-12	U2	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322902700	449 S Spruce St, Escondido, CA, 92025-4049	0.20	R-2-12	U2	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331410300	343 W 3rd Ave, Escondido, CA, 92025-4110	0.16	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331320500	409 W 4th Ave, Escondido, CA, 92025-4131	0.17	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2331320100	443 W 4th Ave, Escondido, CA, 92025-4131	0.13	S-P	SPA 9	LOCAL HISTORIC REGISTER	Qualifying - 1/2 mile
2322001100	151 Howell Heights Dr, Escondido, CA, 92025-3812	0.20	R-1-10	S	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2321902000	178 Howell Heights Dr, Escondido, CA, 92025-3813	0.13	R-1-10	S	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2322820300	969 W 3rd Ave, Escondido, CA, 92025-3910	0.30	R-1-7	U1	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2323200100	511 S Spruce St, Escondido, CA, 92025-4029	0.30	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2332010100	620 S Spruce St, Escondido, CA, 92025-4032	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2332010800	701 W 6th Ave, Escondido, CA, 92025-4009	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2331910300	743 W 5th Ave, Escondido, CA, 92025-4042	0.16	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile
2323200200	898 W 5th Ave, Escondido, CA, 92025	0.10	R-2-12	U2	LOCAL HISTORIC REGISTER	Exempt - 1/2 mile



August 11, 2026

**City of Escondido
201 North Broadway
Escondido, CA 92025**

By Email: kevin.snyder@escondido.gov;

**Cc: michael.mcguinness@escondido.org; zack.beck@escondido.gov;
Sean.McGlynn@escondido.gov**

Re: PL26 - 0140 – Senate Bill 79 Implementation Ordinance

Dear Escondido Planning Commission,

The California Housing Defense Fund (CalHDF) and Californians for Homeownership submit this letter highlighting the legal defects in the City of Escondido's implementation of SB 79 including its walking path exemptions and parcels excluded despite allowing commercial or residential development.

The City Must Adhere to Statutory Requirements If Imposing Walking Path Exemptions

The City's proposed walking path exemptions incorrectly exclude numerous parcels that are within one-mile walking distance of TOD stops.

Under SB 79, local governments must allow transit-oriented housing development projects near qualifying transit stops. A local government may exempt an otherwise qualifying location from SB 79's provisions if it makes site-specific findings, supported by substantial evidence, that no walking path of less than one mile exists between the location and the stop. (Gov. Code, § 65912.160, subd. (e)(1).)

In the proposed ordinance, the City would exempt numerous parcels from permitting transit-oriented housing development projects under the walking path exemption, including many sites that would be highly appropriate for housing development. However, walking paths of less than one mile do exist between many of the cited parcels and qualifying TOD stops, and the City's draft ordinance and associated materials do not include findings supported by substantial evidence establishing that no such walking paths exist.

The City justifies this by limiting walking paths to routes "less than one mile in length, legally available for public pedestrian travel, continuous, accessible, and physically usable."

Accessible here means ADA-compliant for city-built sidewalk infrastructure; a requirement which finds no basis in either SB 79 or the Americans with Disabilities Act.

SB 79 does not permit local governments to exempt parcels based on lack of sidewalk access to transit stops. Rather, a location may only be exempted under the walking path exemption where no *walking path* exists between the location and the stop. (Gov. Code § 65912.160, subd. (e)(1).) A walking path is a route traveled on foot. Walking paths may include routes along improved or unimproved publicly accessible pathways, including sidewalks, streets, paseos, trails, pedestrian bridges, stairways, and more.

Contrary to what the staff report suggests, it is not illegal for a pedestrian to walk on the shoulder of the street in California. The California Vehicle Code expressly provides that pedestrians are permitted to enter roadways as long as they yield the right-of-way to vehicles and exercise due care for their safety. (Veh. Code, § 21954, subds. (a), (c)(1)-(2).) Vehicle Code section 21956 permits pedestrians to walk along the left-side of a roadway, or the right-side if the left side is unsafe. When the Legislature further enshrined these rights of pedestrians under Assembly Bill 2147, the Bill author made clear the intent of the law: “People who need to walk in their neighborhoods should not be penalized for decades of infrastructure neglect and auto-first street design that fails to consider the needs of users who aren’t in cars.”¹

While the draft ordinance does not provide findings describing the exclusion of specific parcels, it appears that the City is exempting many otherwise qualifying parcels on the basis that the City has not served those parcels with sidewalks connecting them to nearby transit stops. The City cannot exempt areas on this basis. The City may only exempt areas where it finds there is no route by foot of less than one mile connecting certain parcels to transit stops, and supports that finding with substantial evidence.

In contrast, the City’s findings only state that it has mapped the areas that qualify for the walking path exemption. This is not a finding supported by substantial evidence.

The City Must Allow SB 79 Projects on Any Parcel That Conditionally or Expressly Allows Residential or Commercial Development

Per Government Code section 65912.157 subdivision (a): ““A housing development project shall be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop”. In a Technical Assistance Letter to Los Angeles, HCD clarified that this meant that “if a site is zoned for industrial use, but allows for commercial uses, then SB 79 applies. This includes planned developments and public facility zones that principally or conditionally allow for uses serving the general public (e.g., retail, office, personal, or household service).” (Cal. Dept. of Housing and Community Development, City of

¹ Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Assem. Bill No. 2147 (2021-2022 Reg. Sess.)) as amended Aug. 8, 2022.

Los Angeles – Senate Bill 79 Ordinance to Exempt and Temporarily Exclude Sites – Letter of Technical Assistance, June 22, 2026.)

The City's proposed ordinance would exclude numerous sites zoned for M-1, M-2, and various Specific Plan designations which allow traditionally commercial uses.

For example; both M-1 and M-2 designations allow banks, restaurants, and even retail (with production and warehousing) among other commercial uses. The West Mercado General Specific Plan designation allows offices (explicitly triggering SB 79 per HCD's guidance), tailors, and laundromats. These are not hypothetical uses; in the Nordahl TOD Zone there is a brewery, Goodwill, and numerous commercial automobile parts shops which this ordinance purports are ineligible for SB 79 for not allowing commercial uses.

Per the letter of the law, the City must allow SB 79 development projects on parcels allowing commercial uses. M-1, M-2, and the City's Specific Plans allow commercial uses on most of the parcels this City is claiming are exempt. The City's overlay zones and maps must reflect this obligation, and adopting the proposed Ordinance would violate SB 79. The City should therefore reject the proposed Ordinance and direct staff to identify sites which are actually ineligible for SB 79.

Sincerely,



Matthew Gelfand
*Californians for
Homeownership*



Dylan Casey
CalHDF

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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Sacramento, CA 95811
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June 22, 2026

Jenna Monterrosa, Principal City Planner
200 N. Spring St., Room 750
Los Angeles, CA

Dear Jenna Monterrosa:

RE: City of Los Angeles – Senate Bill 79 Ordinance to Exempt and Temporarily Exclude Sites – Letter of Technical Assistance

The California Department of Housing and Community Development (HCD) received a request for technical assistance from the City of Los Angeles (City) regarding the proposed implementation of an ordinance to exempt and temporarily exclude certain sites subject to Senate Bill (SB) 79 (Ordinance). This letter provides technical assistance to the City on the implementation of the Ordinance, including clarification of certain methodologies and procedures to facilitate the City's ability to adopt and enact a local Ordinance.

Background

SB 79 is codified in Government Code sections 65912.155 – 65912.162, and its provisions and standards apply starting July 1, 2026 (see below "SB 79 Standards"), or when a local SB 79 ordinance¹ or transit-oriented development (TOD) alternative plan is adopted and enacted,² (see below "Local Government Options to Modify SB 79") whichever comes first.

On June 9, 2026, the City submitted a draft SB 79 ordinance that would:

- Exempt sites where there is no walking path of less than one mile from the TOD stop, pursuant to Government Code section 65912.160, subdivision (e)(1);
- Exempt sites within industrial employment hub areas, pursuant to Government Code section 65912.160, subdivision (e)(2); and
- Temporarily exclude qualifying sites from the provisions of SB 79, pursuant to Government Code section 65912.161, subdivision (b).

HCD also understands that, at this time, the City is not pursuing enactment of a TOD Alternative Plan pursuant to Government Code section 65912.161, subdivision (a), but may opt to at a later date.

¹ Gov. Code, §§ 65912.160, subd. (e); 65912.161, subd. (b)(1).

² Gov. Code, § 65912.161, subd. (d).

SB 79 Standards

SB 79 establishes development standards for eligible TOD housing development projects near qualifying TOD stops, which vary by the type of TOD stop, distance from a TOD stop, and population within the city.³ Qualifying projects located adjacent to a TOD stop are eligible for an adjacency intensifier to add an additional 40 units per acre of residential density, 20 feet of height, and 1.0 residential floor area ratio (FAR) beyond the lowest allowable maximums applicable to the parcel(s).⁴

Table 1. SB 79 Development Standards

Development Standard	Adjacent: Within 200 feet of a pedestrian access point	Within 0.25-mile of TOD Stop	Between 0.25- and 0.5-mile of TOD stop in city with at least 35,000 residents
Tier 1 – Heavy rail or very high frequency commuter rail			
Max. Density	≥ 160 units/acre	≥ 120 units/acre	≥ 100 units/acre
Max. Height	≥ 95 feet	≥ 75 feet	≥ 65 feet
Max. Residential FAR	≥ 4.5	≥ 3.5	≥ 3.0
Tier 2 – Light rail, high frequency commuter rail, bus w/ dedicated lane (excluding Tier 1)			
Max. Density	≥ 140 units/acre	≥ 100 units/acre	≥ 80 units/acre
Max. Height	≥ 85 feet	≥ 65 feet	≥ 55 feet
Max. Residential FAR	≥ 4.0	≥ 3.0	≥ 2.5

Local jurisdictions may not apply lower height, density, or residential FAR limits than those set by SB 79 unless the local government adopts and enacts an ordinance or TOD alternative plan to modify the local application of SB 79.

Local Government Options to Modify SB 79

A local jurisdiction has the option, but is not required, to adopt a local ordinance or TOD alternative plan which allows the local jurisdiction to modify certain SB 79 applicable sites or development standards, provided the ordinance or plan meets the applicable statutory requirements.

Table 2 below details the various options available to local governments to modify the provisions of SB 79 or Government Code section 65912.157. The statute does not limit which—nor how many—of these options a local government may choose.

³ Gov. Code, § 65912.157, subd. (a).

⁴ Gov. Code, § 65912.157, subd. (e).

Table 2. Local Government Options to Modify SB 79

	Statute Reference	HCD Clarification
1	The ordinance may designate areas within one-half mile of a transit-oriented development stop as exempt from the provisions of this chapter if: (1) The local government makes findings supported by substantial evidence that there exists no walking path of less than one mile from that location to the transit-oriented development stop. - Government Code, 65912.160, subd. (e) and (e)(1)	Exempt from SB 79: Sites where there is no walking path of less than one mile from the TOD stop are exempt from SB 79 ("the provisions of this chapter").
2	The ordinance may designate areas within one-half mile of a transit-oriented development stop as exempt from the provisions of this chapter if: (2) A local government with at least 15 transit-oriented development stops designates the area as an industrial employment hub. An industrial employment hub shall be a contiguous area of at least 250 acres designated in the jurisdiction's general plan on or before January 1, 2025, as an employment lands area; the parcels within it shall be primarily dedicated to industrial use as defined in paragraph (3) of subdivision (f) of Section 65912.121; and housing shall not be a permitted use on any of the sites so excluded. - Government Code, 65912.160, subd. (e) and (e)(2)	Exempt from SB 79: Sites within a qualifying industrial employment hub are exempt from SB 79 ("the provisions of this chapter"). To qualify as an industrial employment hub: • The jurisdiction must have at least 15 TOD stops, and • The area must be contiguous and at least 250 acres that was designated as employment lands area⁵ in the jurisdiction's general plan on or before January 1, 2025, and • The parcels must be primarily dedicated to industrial use as defined in section 65912.121, subdivision (f)(3), and • Housing is not a principally or conditionally permitted use on any of the sites so excluded. Any site that principally or conditionally permits residential use remains subject to SB 79.

⁵ While the statute does not define "employment lands" area, HCD recommends local jurisdictions demonstrate how the general plan specifically designates a bounded, planned area that protects employment lands for job opportunities.

3	Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion: - Government Code, 65912.161, subd. (b)(1)	<i>Temporarily excluded from section 65912.157 until one year after 7th cycle:</i> Sites or TOD zones (depending on the specific criteria) that meet at least one of the criteria under Government Code section 65912.161, subdivision (b)(1)(A)-(F) may be temporarily excluded from the provisions of section 65912.157 until one year after the adoption of the jurisdiction's 7th cycle Housing Element.
4	Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan. - Government Code, 65912.161, subd. (d)	<i>Section 65912.157 not applicable until adoption of the next housing element:</i> Sites included in an HCD-approved TOD Alternative Plan are not subject to Government Code section 65912.157 until the start of the jurisdiction's next housing element cycle.

Terms Used

The following terms are used consistently in this letter:

- **“Aggregate density”** – The greatest number of residential units allowed within a TOD zone, pursuant to Government Code section 65912.157, subdivision (a). In state housing law, the term “density” typically refers to the greatest number of dwelling units allowed on a site and is generally determined using dwelling units per acre.⁶
- **“Capacity”** – Consideration of both the greatest number of residential units allowed and maximum allowable residential floor area as measured in net habitable square footage.⁷

⁶ See, e.g., Gov. Code, § 65915, subd. (o)(6). State Density Bonus Law defines “maximum allowable residential density” or “base density” to mean “the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the greatest number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project. Density shall be determined using dwelling units per acre.”

⁷ Gov. Code, § 65912.156, subds. (i), (l).

- **“Contiguous”** – Parcels sharing a common boundary; can include an easement or public right of way between parcels.⁸
- **“Exempt sites”** – Sites where there is no walking path of less than one mile from the TOD stop or within an industrial employment hub that is permanently exempted from Government Code section 65912.157 via a locally-enacted ordinance pursuant to Government Code section 65912.160, subdivision (e).
- **“Site” or “Project site”** – Parcel(s) containing the proposed housing development project.⁹
- **“Temporarily excluded site”** – Parcel(s) identified under a temporary exclusion ordinance to meet at least one of the criteria under Government Code section 65912.161, subdivision (b)(1)(A)-(F), and is therefore not subject to Government Code section 65912.157 until one year following the adoption of the seventh revision of the jurisdiction’s housing element.
- **“Temporary exclusion ordinance”** – A locally enacted ordinance that temporarily modifies the applicability of SB 79 on certain eligible parcels pursuant to Government Code section 65912.161, subdivision (b).
- **“TOD alternative plan”** – A locally enacted ordinance, zoning overlay, general plan housing element, housing element program, or specific plan that redistributes capacity pursuant to Government Code section 65912.161, subdivision (a).

The following terms refer to the varying capacity calculations that a local jurisdiction must make and demonstrate to exempt, temporarily exclude, or redistribute SB 79 capacity via a local ordinance or TOD alternative plan:

- **“Overall SB 79 capacity”** – The greatest number of residential units and maximum allowable residential floor area under Government Code section 65912.157 if a jurisdiction does not enact an ordinance or TOD alternative plan to make local modifications to the statute.
- **“Effective SB 79 capacity”** – The greatest number of residential units and maximum allowable residential floor area remaining when the capacity on exempt sites is subtracted from the overall SB 79 capacity. If a local jurisdiction

⁸ HCD has previously provided technical assistance that in the context of State Density Bonus Law, “contiguous” may include parcels that are separated by any width of public right of way or easements. See HCD Technical Assistance Letter to City of Los Angeles, February 9, 2024, available at:

<https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/HAU/losangeles-hau567-ta-02092024.pdf>

⁹ HCD SB 79 Advisory Clarifications on Definitions for Metropolitan Planning Organizations, dated March 20, 2026, clarifies the term “Project Site.” Available at: <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/sb-79-mpo-advisory.pdf>

does not enact an ordinance to exempt sites, then effective SB 79 capacity would be the same as overall SB 79 capacity.

- **“Residual SB 79 capacity”** – The greatest number of residential units and maximum allowable residential floor area remaining when the capacity on temporarily excluded sites is subtracted from effective SB 79 capacity. If a local jurisdiction does not enact an ordinance to temporarily exclude sites, then the residual SB 79 capacity would be the same as effective SB 79 capacity.

Analysis

Areas Where SB 79 Applies

1. **What is the definition for “mixed” and “commercial” zoning? SB 79 provides for housing as an allowed use on “any site zoned for residential, mixed, or commercial development” under Government Code section 65912.157, subdivision (a).**

While the statute does not explicitly define “mixed” or “commercial” uses, if the local zoning principally or conditionally permits residential, residential mixed use, or commercial land use on a parcel, then SB 79 applies.¹⁰ Government Code section 65912.155 “finds and declares [that] California faces a housing shortage both acute and chronic, particularly in areas with access to robust public transit infrastructure”¹¹ and “building more homes near transit access reduces housing and transportation costs....”¹²

Therefore, if a site is zoned for industrial use, but allows for commercial uses, then SB 79 applies. This includes planned developments and public facility zones that principally or conditionally allow for uses serving the general public (e.g., retail, office, personal, or household service). The specific commercial uses allowed may vary by local jurisdiction, based on their local zoning definitions and regulations.

2. **Confirm whether a large parcel, where only a small portion of the parcel is within the half-mile TOD zone and where significant portions of the parcel are further than a half mile from the transit stop, are considered eligible for SB 79 provisions in their entirety.**

Yes, large parcels where only a portion of which are in a TOD zone are eligible for SB 79 provisions in their entirety unless a development project subdivides the parcel. The

¹⁰ HCD TA Letter to the City of Hayward, dated January 28, 2025, explains that “zoned for” means any zone that allows the residential development as a principally or conditionally permitted land use. Available at: <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/HAU/hayward-hau-1167-sb-684-1123-ta-01282025.pdf>

¹¹ Gov. Code, § 65912.155, subd. (a).

¹² Gov. Code, § 65912.155, subd. (c).

statute simply states that a housing development project shall be an allowed use on “*any site* zoned for residential, mixed, or commercial development *within* one-half or one-quarter mile of a transit-oriented development stop”¹³ (emphasis added) and does not specify that the site (i.e., parcel or parcels) must be entirely or mostly within the TOD zone.

3. Can an applicant for a housing development project in a qualifying TOD zone choose to comply with local zoning requirements and procedures instead of SB 79?

Yes. An applicant for a housing development project is not required to utilize SB 79 provisions and standards and may opt to utilize the local ordinances, policies, and standards adopted and in effect when the preliminary application or full application was submitted. For example, an applicant may propose the development of a single-family dwelling unit on a site within one-quarter mile of a Tier 2 TOD stop where the local zoning permits single-family use and densities of less than 30 units per acre.

SB 79 merely makes certain housing development projects¹⁴ an allowed use on a qualifying site near a TOD stop,¹⁵ provided the project meets the statutory density and development standards,¹⁶ affordability criteria,¹⁷ and labor standards.¹⁸

Demolition and Anti-Displacement Protections

Government Code section 65912.157, subdivision (h) states:

“A development proposed pursuant to this section shall not be located on either of the following:

- (1) A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power that has been occupied by tenants within the past seven years.
- (2) A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this section and any of the units were subject to any form of rent or price control through a public entity’s valid exercise of its police power.”

4. For calculating the overall SB 79 capacity, can sites with more than two units that are subject to rent or price control be excluded?

¹³ Gov. Code, § 65912.157, subd. (a).

¹⁴ Gov. Code, § 65912.156, subd. (g).

¹⁵ Gov. Code, § 65912.157, subds. (a)(3)-(6), (h).

¹⁶ Gov. Code, § 65912.157, subds. (a)(1)-(2), (d), (e).

¹⁷ Gov. Code, § 65912.157, subds. (c), (i).

¹⁸ Gov. Code, § 65912.157, subd. (k).

No. Government Code section 65912.157, subdivision (h), the source of language in question, does not state that such sites may be excluded from the overall SB 79 capacity, only that SB 79 developments that require demolition of such units, or where such units were demolished, may not be located on them. Because both provisions include a seven-year lookback window, eligibility under SB 79 is dependent on the date a particular application is filed. Once seven years have passed, such developments would be eligible. Therefore, otherwise eligible sites with more than two units subject to local rent or price control must be included in the overall SB 79 capacity.

Temporary Exclusion Ordinance

Government Code section 65912.161, subdivision (b)(1) states:

“Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site’s exclusion:”

To temporarily exclude certain sites or TOD zones by enacting a local ordinance, a jurisdiction must demonstrate that the site or TOD zone meets at least one of the criteria listed in Government Code section 65912.161, subdivision (b)(1)(A)-(F). See Table 3 below for further clarifications. SB 79 provisions and standards would not apply to temporarily excluded sites until one year after the adoption of the jurisdiction’s 7th cycle Housing Element.

Table 3. SB 79 Temporary Exclusion Ordinance - Deferable Site Criteria (must meet at least one)

Statute Reference		HCD Clarification
1	A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157. - Government Code, § 65912.161, subd. (b)(1)(A)	Site permits at least 50 percent of the density (i.e., residential units) and residential floor area (i.e., residential square footage) allowed under Section 65912.157, subdivision (a) standards.
2	A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have permitted density and residential FAR no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone	Site is in a TOD zone that meets both of the following criteria: - At least 33 percent of the sites (i.e., parcel count) in the TOD zone allow at least 50 percent of the density (i.e., residential units) and residential FAR (i.e., residential square footage) allowed under Section 65912.157, subdivision (a), and - The TOD zone allows at least 75 percent of the aggregate density (i.e.,

Statute Reference		HCD Clarification
	specified under subdivision (a) of Section 65912.157. - Government Code, § 65912.161, subd. (b)(1)(B)(i)	residential units) allowed under Section 65912.157, subdivision (a) for that TOD zone.
3	A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157. - Government Code, § 65912.161, subd. (b)(1)(B)(ii)	Site is in a TOD zone that meets both of the following criteria: • The TOD zone is primarily a low-resource area (i.e., land area), and • The TOD zone allows at least 40 percent of the aggregate density (i.e., residential units) allowed under Section 65912.157, subdivision (a).
4	A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones. - Government Code, § 65912.161, subd. (b)(1)(B)(iii)	Both of the following criteria are met: • Site is in a low-resource area, and • Across all TOD zones in the jurisdiction, the cumulative capacity (i.e., zoned maximum number of residential units and floor area square footage) is at least 50 percent of the maximum effective SB 79 capacity under Section 65912.157. Note that a jurisdiction utilizing this temporary exemption criteria must account for the density and residential floor area allowed under Section 65912.157, subdivision (a) as well as the additional capacity provided for under Section 65912.157, subdivision (e) (the adjacency intensifier).
5	A site that is covered by a local transit-oriented development alternative plan adopted by a local government. - Government Code, § 65912.161, subd. (b)(1)(C)	Site is covered by an adopted TOD alternative plan.

6	Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code. - Government Code, § 65912.161, subd. (b)(1)(D)	Site is in a very high fire hazard severity zone: - As determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or - Within the state responsibility area, as defined in Public Resources Code section 4102.
7	Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment. - Government Code, § 65912.161, subd. (b)(1)(E)	Site is vulnerable to one foot of sea level rise, as determined by any of the following: - National Oceanic and Atmospheric Administration, - The Ocean Protection Council, - The United States Geological Survey, - The University of California, or - A local government's coastal hazards vulnerability assessment.
8	Sites with a historic resource designated as of January 1, 2025, on a local register. - Government Code, § 65912.161, subd. (b)(1)(F)	Site contains a historic resource designated as of January 1, 2025, on a local register.

5. When evaluating whether a site meets any of the criteria for temporary exclusion via a temporary exclusion ordinance, should the City use the effective SB 79 capacity or the residual SB 79 capacity?

The City should use the effective SB 79 capacity (i.e., capacity after taking out exempt sites but not temporarily excluded sites) when doing this evaluation. The statute specifies that SB 79 provisions under section 65912.157 shall not apply to a site that meets "any" of the temporary exclusion site criteria, signifying that each site criterion listed under Government Code section 65912.161, subdivision (b)(1)(A) through (F) must be considered separately from the others. Moreover, the calculation would be unworkable if it used residual capacity, since the residual capacity is the result of subtracting the capacity of temporarily excluded sites.

For example, if some sites in the jurisdiction are eligible for temporary exclusion due to location in a very high fire hazard severity zone per Government Code section 65912.161, subdivision (b)(1)(D), the reduction in capacity resulting from these sites being temporarily excluded would not change the effective SB 79 density and residential floor area. Therefore, if the City seeks to temporarily exclude a site pursuant to Government Code section 65912.161, subdivision (b)(1)(A), that site must still permit at

least 50 percent of the effective SB 79 density and residential floor area, including any capacity associated with temporarily excluded sites in very high hazard severity zones.

6. When considering whether a TOD zone is primarily comprised of a low-resource(s) area per Government Code section 65912.161, subdivision (b)(1)(B)(ii), is the City required to consider the portion of land area that is within another jurisdiction?

While the TOD zone is defined as “the area within one-half mile of a TOD stop,”¹⁹ SB 79 applies to a local government, and the temporarily excluded site itself must be within the local jurisdiction that is adopting a temporary exclusion ordinance. Therefore, the determination of whether a TOD zone is primarily comprised of low-resource areas does not need to include land area that is within another jurisdiction.

7. If a temporarily excluded site is located in more than one TOD zone (i.e., within one-half mile from multiple qualifying TOD stops), is the site also excluded from any overlapping TOD zones?

Yes, the temporary exclusion of SB 79 provisions applies to the “site,”²⁰ which would cover instances where the temporarily excluded site is within multiple overlapping TOD zones.

Please note that, for sites located in both Tier 1 and Tier 2 TOD zones, the statute does not require that the criteria be met for both tiers in order to temporarily exclude the site. The statute simply specifies that SB 79 provisions under Section 65912.157 shall not apply to a site that meets “any” of the temporary exclusion site criteria.²¹ Therefore, the City may temporarily exclude a site if it solely meets the lower Tier 2 TOD zone capacity.

Industrial Employment Hubs and Low-Resource TOD Zones

8. Will an industrial general plan land use designation and a land use element’s reference to employment protection suffice to exempt an industrial employment hub from SB 79 eligibility?

To exempt an industrial employment hub, the City’s general plan as of January 1, 2025, must have identified a bounded area of at least 250 acres dedicated to promoting employment opportunities.²² See also Row 2 of Table 2.

9. To meet the minimum 250-acre requirement, can an industrial employment hub include areas from more than one jurisdiction?

¹⁹ Gov. Code, § 65912.156, subd. (m).

²⁰ Gov. Code, § 65912.161, subd. (b)(1).

²¹ Id.

²² Gov. Code, § 65912.160, subd. (e)(2).

No. To meet the minimum 250 acres, the employment lands area must be as designated in “the jurisdiction’s” general plan, suggesting a singular general plan and not the combination of employment lands designations from multiple jurisdictions.

10. What does the term “primarily” refer to under Government Code sections 65912.160, subdivision (e)(2) and 65912.161, subdivision (b)(1)(B)(ii)?

For purposes of SB 79 implementation, “primarily” refers to a plurality (i.e., more than any other classification or designation) given that the contexts in which the term is used in the statute refer to more than two classifications or designations.

The term “primarily” appears twice in SB 79, in the following contexts (emphasis added):

- **Exemption of Industrial Employment Hubs.** Government Code section 65912.160, subdivision (e)(2) states: “A local government with at least 15 transit-oriented development stops designates the area as an industrial employment hub. An industrial employment hub shall be a contiguous area of at least 250 acres designated in the jurisdiction’s general plan on or before January 1, 2025, as an employment lands area; the parcels within it shall be *primarily dedicated to industrial use* as defined in paragraph (3) of subdivision (f) of Section 65912.121; and housing shall not be a permitted use on any of the sites so excluded.”
- **Temporary exclusion of sites in low-resource TOD zones.** Government Code section 65912.161, subdivision (b)(1)(B)(ii) states: “A site in a transit-oriented development zone around a transit-oriented development stop that is *primarily comprised of a low-resource area* which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.”

Regarding the exemption of industrial employment hubs, the term “primarily” refers to “parcels” within an industrial employment hub “area” so that the land area (typically calculated in acreage) dedicated to industrial use must exceed the land area dedicated to any other land use designations within the industrial employment hub. Other land use designations include, but may not be limited to, residential, mixed-use, commercial, open space, and public and institutional uses.²³

Regarding the temporary exclusion of sites in primarily low-resource TOD zones, the term “primarily” specifies that the land area of the TOD zone is primarily designated as low resource on the most recently adopted version of the opportunity maps published by

²³ To demonstrate that an industrial employment hub is primarily dedicated to industrial use, HCD recommends jurisdictions include a summary table that bundles specific land use categories into the following broad classifications: Industrial, Residential, Mixed-Use Residential (including overlay zones that permit or conditionally permit residential), Commercial, Open Space, and Public and Institutional.

the California Tax Credit Allocation Committee and HCD (i.e., more than moderate, high, or highest resource designations).²⁴

TOD Alternative Plan

Government Code section 65912.161, subdivisions (a) and (d) state:

“(a) For purposes of this section, ‘transit-oriented development alternative plan’ shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:”

“(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department’s approval pursuant to this section shall be valid through the jurisdiction’s next amendment to the housing element of its general plan.”

A local government may adopt a TOD alternative plan in lieu of applying Government Code section 65912.157, but the TOD alternative plan must meet all statutory criteria for a TOD alternative plan (see Table 4 below). In other words, to meet the capacity criteria for a TOD alternative plan; a local government must first reference and analyze the units and residential floor areas provided for under section 65912.157, subdivisions (a)(3)-(6), (b), and (e). In addition, the capacity calculations shall include capacity, density, or floor area available under voluntary local housing incentive programs.²⁵

An existing TOD ordinance, overlay zone, specific plan, or zoning incentive ordinance may also qualify as a TOD alternative plan if it meets all TOD alternative plan criteria,²⁶ including review and approval by HCD.²⁷ Please note, HCD’s approval of a TOD alternative plan is valid only through the jurisdiction’s next housing element cycle,²⁸ thus requiring TOD alternative plans to be re-approved by HCD at the conclusion of each jurisdiction’s housing element cycle.

²⁴ Gov. Code, § 65912.156, subd. (j). The applicable maps can be found from the State Treasurer’s Office website here: <https://www.treasurer.ca.gov/ctcac/opportunity.asp>.

²⁵ Gov. Code, § 65912.161, subd. (a)(4).

²⁶ Gov. Code, § 65912.161, subd. (a)(5).

²⁷ Gov. Code, § 65912.161, subd. (d).

²⁸ Id. The date for the conclusion of a jurisdiction’s planning cycle is the due date for the next housing element revision which can be found at: <https://www.hcd.ca.gov/housing-open-data-tools/housing-element-regional-housing-needs-determination-schedule>.

Table 4. TOD Alternative Plan - Redistribution of Capacity Criteria (Must meet all)

	Statute Reference	HCD Clarification
1	A local transit-oriented development alternative plan shall maintain at least the same total net-zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction. (A) Net-zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards. (B) Net-zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards. - Government Code, § 65912.161, subd. (a)(1)	Across all TOD zones within the jurisdiction: The net-zoned capacity (total zoned residential units and residential floor area minus existing residential units and residential floor area) must be the same or greater than the net residual SB 79 capacity as provided for in the statute (total residential units and residential floor area allowed per Government Code 65912.157 minus any exempt²⁹ and temporarily excluded sites³⁰ minus existing residential units and residential floor area). For example (assuming no exemptions or temporary exclusions apply): On a 0.5-acre (21,750 square feet) parcel located within 200 feet of a Tier 1 TOD stop is an existing multifamily residential building that contains 25 units and 30,000 square feet of residential floor area. • SB 79 density: 0.5-acre x 160 units/acre = 80 units • Net SB 79 density: 80 units – 25 units = 55 units • SB 79 residential floor area: 21,780 sq. ft. x 4.5 FAR = 98,010 sq. ft. • Net SB 79 residential floor area: 98,010 sq. ft. – 30,000 sq. ft. = 68,010 sq. ft. Therefore, the net-zoned capacity in the TOD alternative plan must allow at least 55 units and 68,010 square feet of residential development.
2	The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:	On each site: The zoned maximum density (i.e., greatest allowable number of residential units) in the TOD alternative plan cannot be less than 50 percent of the maximum units allowed under SB 79, in

²⁹ Gov. Code, § 65912.160, subd. (e).³⁰ Gov. Code, § 65912.161, subd. (b).

Statute Reference		HCD Clarification
	- Government Code, § 65912.161, subd. (a)(2)	either Tier 1 or Tier 2 TOD zones, with exceptions (see rows 5 through 8 below).
3	The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent. - Government Code, § 65912.161, subd. (a)(3)	<i>In each TOD zone:</i> The zoned maximum density (i.e., greatest number of residential units) and maximum allowable residential floor area in the TOD alternative plan cannot be less than 50 percent of the greatest number of units and maximum allowable residential floor area allowed under SB 79.
4	A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. - Government Code, § 65912.161, subd. (a)(4)	<i>On each site:</i> The TOD alternative plan may redistribute capacity from one site to another, but the amount of density that a receiving "upzoned" site can count towards the plan is capped at 200 percent of the maximum density allowed under SB 79.
Sites that can be reduced by more than 50 percent of maximum density allowed under SB 79.³¹		
5	Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code. - Government Code, § 65912.161, subd. (a)(2)(A)	<i>Site Within Either a Tier 1 or Tier 2 TOD Zone</i> is in a very high fire hazard severity zone: - As determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or - Within the state responsibility area, as defined in Public Resources Code section 4102.
6	Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment. - Government Code, § 65912.161, subd. (a)(2)(B)	<i>Site Within Either a Tier 1 or a Tier 2 TOD Zone</i> is vulnerable to one foot of sea level rise, as determined by any of the following: - National Oceanic and Atmospheric Administration, - The Ocean Protection Council, - The United States Geological Survey, - The University of California, or

³¹ Gov. Code, § 65912.161, subd. (a)(2).

Statute Reference		HCD Clarification
		A local government's coastal hazards vulnerability assessment.
7	Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone. - Government Code, § 65912.161, subd. (a)(2)(C)	Site Within Either a Tier 1 or Tier 2 TOD Zone with a historic resource on a local register, if the cumulative land area of such excluded sites does not exceed 10 percent of the land area of the TOD zone in which the site is located.
8	Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), and should be considered for attached entry-level owner-occupied housing development opportunities. - Government Code, § 65912.161, subd. (a)(2)(D)	All Other Sites Within a Tier 2 TOD Zone Not Covered in Rows 5-7: Except that those sites shall not have the maximum allowable density reduced below 30 units per acre or the maximum FAR reduced below 1.0. Such parcels should be considered for attached units serving first-time homebuyers.

11. Can a TOD Alternative Plan redistribute residential density and floor area between various qualifying TOD zones?

Yes, provided that the local government demonstrates the zoning satisfies all the TOD alternative plan requirements under Government Code section 65912.161, subdivisions (a)(1)-(4), including, but not limited to, the zoned maximum density and residential floor area in *each* TOD zone is at least 50 percent of the maximum density and residential floor area allowed under SB 79.³²

12. Does a TOD alternative plan need to offset the capacity of sites in the very high fire hazard severity zone (VHFHSZ) that are eligible for specified density reductions under Government Code section 65912.161(a)(2)(A)?

Yes, the net zoned capacity in the TOD alternative plan must still maintain at least as many residential units and at least as much residential floor area across all TOD zones within the jurisdiction as net residual SB 79 capacity would have allowed, pursuant to Government Code section 65912.161, subdivision (a)(1).

In addition, Government Code section 65912.161, subdivision (a)(4) states, in part:

³² Gov. Code, § 65912.161, subd. (a)(3).

“Any site excluded from the minimum density requirements of subparagraphs (A) to (C) of paragraph (2) shall not be counted toward the plan’s capacity.”

Therefore, if the density on a site that qualifies for specified density reductions pursuant to Government Code section 65912.161, subdivisions (a)(2)(A)-(C) is reduced by more than 50 percent of the standards specified under Government Code 65912.157, subdivision (a), then the site shall not be counted towards the TOD alternative plan’s capacity.³³ “Any site excluded from the minimum density requirements” refers to the qualifying sites where the density may be reduced by more than 50 percent of effective SB 79 standards. “Shall not be counted towards the plan’s capacity” refers to the inability to count any remaining density on such sites towards meeting the TOD alternative plan capacity.

Also note, Government Code section 65912.161, subdivision (a)(3) states that the “plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent” and does not provide any exceptions for sites in a VHFHSZ.

13. Can a local jurisdiction modify any project eligibility requirements as part of its TOD alternative plan?

A housing development project proposed pursuant to a TOD alternative plan is not subject to Government Code section 65912.157 and the project eligibility requirements therein.³⁴ Nevertheless, other state housing laws apply, including, but not limited to, the Housing Accountability Act (Gov. Code, § 65589.5),³⁵ State Density Bonus Law (Gov. Code, §§ 65915-65918), and the demolition and replacement provisions of the Housing Crisis Act (Gov. Code, § 66300.5-66300.6). In addition, local rules, regulations, requirements, and policies may apply, such as inclusionary zoning and local anti-displacement provisions.

Please note, while the local ordinance may include objective development standards that do not match the development standards under Government Code section 65912.157, the applicable local development standards, conditions, and policies applied to a project cannot physically preclude the densities and floor area provided for under the TOD alternative plan.³⁶ In addition, pursuant to the Housing Accountability Act, nothing in the local ordinance “shall limit a project’s eligibility for a density bonus, incentive, or concession, or waiver or reduction of development standards and parking ratios, pursuant to Section 65915.”³⁷

³³ Gov. Code, § 65912.161, subd. (a)(4).

³⁴ Gov. Code, § 65912.161, subds. (b)(1)(C), (d).

³⁵ See also Gov. Code, § 65912.156, subd. (g).

³⁶ Gov. Code, § 65912.160, subd. (c)(1).

³⁷ Gov. Code, § 65589.5, subd. (f)(1).

Ordinances to Exempt, Temporarily Exclude, and Redistribute Sites**14. Should sites that are not eligible for SB 79 (e.g., zoned exclusively for industrial use) be excluded from the overall SB 79 capacity?**

Yes, sites not eligible for SB 79 should be excluded from the overall SB 79 capacity because the sites where SB 79 does not apply are not subject to the density and development standards specified in Government Code section 65912.157.³⁸

15. Can a jurisdiction adopt an ordinance to exempt and temporarily exclude a subset of sites within a TOD zone per Government Code sections 65912.160, subdivision (e) and 65912.161, subdivision (b), respectively, and redistribute SB 79 capacity per Government Code section 65912.161, subdivision (a) for the remaining non-exempt and non-temporarily excluded parcels in the TOD zone?

SB 79 does not preclude local jurisdictions from adopting and enacting:

- An ordinance to exempt sites where there is no walking path of less than one mile from the TOD stop, pursuant to Government Code section 65912.160, subdivision (e)(1);
- An ordinance to exempt sites within industrial employment hub areas, pursuant to Government Code section 65912.160, subdivision (e)(2);
- An ordinance to temporarily exclude certain qualifying sites from the provisions of SB 79, pursuant to Government Code section 65912.161, subdivision (b);
- A TOD alternative plan to redistribute net SB 79 capacity, pursuant to Government Code section 65912.161, subdivision (a), or
- An ordinance and TOD alternative plan that invokes all the above.

As detailed in Table 2, if a local government exempts sites via enactment of an ordinance,³⁹ then a concurrently or subsequently adopted TOD alternative plan would not be required to redistribute the capacity of those exempted sites where SB 79 does not apply.

Similarly, if a local government temporarily excludes sites from the provisions of Government Code section 65912.157,⁴⁰ then a concurrently or subsequently adopted TOD alternative plan would not be required to redistribute the capacity of those temporarily excluded sites where Government Code section 65912.157 does not apply. However, a valid TOD alternative plan must be amended in the 7th cycle Housing Element upon the “expiration” of the temporarily excluded sites.

³⁸ Gov. Code, § 65912.157, subd. (a).

³⁹ Gov. Code, § 65912.160, subd. (e).

⁴⁰ Gov. Code, § 65912.161, subd. (b)(1).

16. If a temporary exclusion ordinance or a TOD alternative plan has been adopted and approved by HCD, what happens when additional SB 79-eligible TOD stops are added?

If the MPO updates the applicable SB 79 map to include any additional TOD stops⁴¹ beyond those that were in effect and considered by the local government when adopting a temporary exclusion ordinance or a TOD alternative plan, and the site(s) are not otherwise exempt from SB 79 under Government Code, 65912.160, subdivision (e), then the following apply:

- **Temporary Exclusion Ordinance.** Any site within a TOD zone that is newly eligible for SB 79 due to a subsequently added TOD stop on the MPO map would not be excluded from SB 79 until the local government amends and re-adopts an HCD-approved temporary exclusion ordinance to account for newly eligible sites. For any existing temporarily excluded sites identified in the temporary exclusion ordinance adopted and enacted under Government Code section 65912.161, subdivision (b), the sites would remain excluded from the provisions of SB 79 until one year following the adoption of the 7th cycle housing element because the statute specifies that "Section 65912.157 shall not apply to any of the following [temporarily excluded sites] for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion."⁴²
- **TOD Alternative Plan.** Per Government Code section 65912.161, subdivision (d), "Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect." Therefore, no new sites would qualify for SB 79 where a jurisdiction has adopted a TOD alternative plan that has been approved by HCD. Note, however, that HCD's approval of the TOD alternative plan is only valid through the jurisdiction's next amendment to the housing element⁴³ and any subsequently adopted TOD alternative plan must consider the eligible TOD zones and qualifying sites at the time of local adoption.

17. Does the California Environmental Quality Act (CEQA) exemption specified in Government Code section 65912.160, subdivision (c)(2) apply to any ordinance that is adopted pursuant to Government Code section 65912.160 (including a temporary exclusion ordinance and zoning ordinance as part of a TOD alternative plan)?

⁴¹ Government Code section 65912.156, subdivision (p) specifies that only Tier 1 TOD stops would be eligible to be added to a subsequently created MPO SB 79 map, and bus service stops remain ineligible for designation as a TOD stop in counties that qualify as an urban transit county after July 1, 2026. "Urban transit county" is as defined in Government Code section 65912.156, subdivision (q) to mean "a county with more than 15 passenger rail stations."

⁴² Gov. Code, § 65912.161, subd. (b)(1).

⁴³ Gov. Code, § 65912.161, subd. (d).

Yes, any ordinance to enact the provisions of SB 79, including a temporary exclusion ordinance and a TOD alternative plan, is not a project under CEQA pursuant to Government Code section 65912.160, subdivision (c)(2).

For more information regarding the procedures and implementation of CEQA, please see the guidelines and resources available at the Governor's Office of Land Use and Climate Innovation: <https://lci.ca.gov/ceqa/>.

HCD Review and Enforcement

18. Is there a presumed compliance assumption upon adoption and submission or is the compliance only provided upon receipt of a compliance letter from HCD?

A local jurisdiction's SB 79 ordinance or TOD alternative plan takes effect upon enactment by the local legislative body; however, the ordinance or plan is considered substantially compliant with state law only upon issuance of HCD's letter of written findings confirming substantial compliance.

HCD has up to 90 days, with one optional 30-day extension, to determine whether the enacted SB 79 ordinance or TOD alternative plan substantially complies with SB 79. At the end of HCD's review, the local jurisdiction will receive a letter in writing from HCD that determines whether the ordinance is substantially compliant with state law. If HCD does not provide written findings to the local government within the 90- to 120-day review period, then the ordinance is automatically deemed compliant for the limited purpose of assessing penalties.⁴⁴

19. On what date does HCD's review period begin following enactment of an SB 79 ordinance or TOD alternative plan? Does the ordinance or TOD alternative plan have to be in effect?

Per Government Code section 65912.160, subdivision (d)(2), an adopted ordinance must be submitted to HCD within 60 calendar days of *enactment*. HCD's review begins on the date that the adopted and *enacted* ordinance is submitted by the local jurisdiction to HCD.⁴⁵

The ordinance or TOD alternative plan does not have to be in *effect* when submitted to HCD for review; the local legislative body has the option to set an effective date of July 1, 2026, or later. SB 79 provisions and standards would apply on July 1, 2026, if a local ordinance or TOD alternative plan has not otherwise taken effect.

20. If the City submits an ordinance or TOD alternative plan that is later found to be out of compliance by HCD, does Government code section 65912.157 go into effect immediately until amendments are made to satisfy HCD's findings?

⁴⁴ Gov. Code, § 65912.160, subd. (d)(3).

⁴⁵ Gov. Code, § 65912.160, subd. (d)(2).

Jenna Monterrosa, Principal City Planner
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After receiving a letter finding that an ordinance or TOD alternative plan does not comply with SB 79, the local jurisdiction must either amend the ordinance or provide findings that explain the reasons the local jurisdiction believes the ordinance or plan complies with the statute despite HCD's findings within 60 days.⁴⁶ If the local jurisdiction fails to amend the ordinance in accordance with HCD's findings or its findings fail to adequately explain why the ordinance complies, HCD will issue a Notice of Violation and may refer the matter to the California Office of the Attorney General for further enforcement.⁴⁷

If HCD finds that an ordinance or TOD alternative plan does not comply with SB 79, HCD urges local jurisdictions to repeal or delay implementation of the ordinance or plan until it is compliant, and to instead apply Government Code section 65912.157. This will avoid confusion and the risk of unlawfully denying proposed SB 79 projects. Such denials could result in penalties pursuant to Government Code section 65912.157, subdivision (m).

Please note, a qualifying housing project within a TOD zone that submits while a jurisdiction's ordinance is found to be out of compliance must be afforded the full weight of the statute.

Conclusion

HCD appreciates the hard work involved in preparing a local SB 79 ordinance and is committed to assisting the City in addressing all statutory requirements to implement SB 79.

As the State of California remains in a housing crisis and the provision of much-needed housing, especially affordable housing, continues to be a priority, HCD encourages the City to apply the provisions of SB 79 to the greatest extent possible to facilitate a higher capacity of residential development near transit. If you have any questions or need additional technical assistance, please contact Grace Wu at grace.wu@hcd.ca.gov.

Sincerely,



Melinda Coy
Housing Accountability Unit Chief

⁴⁶ Gov. Code, § 65912.160, subds. (d)(4), (5).

⁴⁷ Gov. Code, § 65912.160, subd. (d)(6).

BRIEFING SHEET | ORDINANCE NO. 2026-15

SB 79 IMPLEMENTATION ORDINANCE

Proposed Transit-Oriented Development Overlay Zone

KEY POINT

SB 79 is a state transit upzoning law that went into effect on July 1, 2026. Proposed Ordinance No. 2026-15 would establish a Transit-Oriented Development Overlay Zone providing a clear local framework for identifying qualifying sites, applying required standards, implementing exemptions and phased sites, and reviewing future applications.

LOCAL SCOPE

2 TRANSIT STOPS	484 PARCELS	235 ACRES	22,386 SB 79 RESIDENTIAL CAPACITY
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RESIDENTIAL CAPACITY BY STATION

ESCONDIDO TRANSIT CENTER	480 PARCELS	5,953 ORIGINAL CAPACITY	→	22,174 SB 79 CAPACITY
NORDAHL ROAD STATION	4 PARCELS	0 ORIGINAL CAPACITY	→	212 SB 79 CAPACITY

STATE STANDARDS FOR QUALIFYING DEVELOPMENTS

Distance from station	Height	Density	Residential FAR
0-200 feet	85 feet (8 stories)	140 du/ac	4.0
>200 feet-1/4 mile	65 feet (6 stories)	100 du/ac	3.0
>1/4-1/2 mile	55 feet (5 stories)	80 du/ac	2.5

RESIDENTIAL FAR

Residential floor area ratio controls building bulk by limiting residential floor area relative to lot size.

BASIC PROJECT REQUIREMENTS

5 MINIMUM UNITS	30 du/ac MINIMUM DENSITY	1,750 sq ft MAX AVG UNIT SIZE	11+ units AFFORDABILITY APPLIES
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CAPACITY ≠ DEVELOPMENT

The capacity figures show the maximum zoning framework that must be available under state law. They do not predict what may be built and do not account for site constraints, parcel assembly, infrastructure, financing, design, or project review. The City cannot require qualifying projects to build below the state-mandated standards.

SITE CATEGORIES IN THE PROPOSED ORDINANCE

QUALIFYING SITES Sites subject to the new overlay zone and the state development standards.	EXCLUDED SITES Sites not subject to SB 79 because of zoning or another statutory exclusion.
EXEMPT SITES Approximately 200 properties that lack a qualifying walking path of less than one mile. Eligibility may be established if a qualifying path is created.	PHASED SITES Approximately 15 properties containing locally registered historic resources, with implementation delayed until 2032 as authorized by state law.

IMPLEMENTATION AND LEGAL CONTEXT

Walking path exemption, development agreement pathway, litigation, and records requests

WALKING PATH EXEMPTION

ORDINANCE APPROACH

SB 79 allows an exemption where substantial evidence shows no walking path under one mile exists to the qualifying transit stop, but does not define "walking path." The ordinance evaluates whether a property has access to a walking path that is lawful, public, continuous, usable, and accessible. It is more objective than San Diego's sidewalk-only test.

- A qualifying path may include sidewalks, pedestrian paths, shared-use paths, lawful crossings, curb ramps, blended transitions, or equivalent facilities.
- A route does not qualify if it requires trespass, travel in a vehicular or bicycle lane, on railroad tracks, in a drainage ditch, through an unlawful crossing, or any other material barrier.
- The City's analysis uses GIS and right-of-way information, sidewalk and crossing gap data, imagery, field observations, photographs, and parcel-specific review.

DEVELOPMENT AGREEMENT PATHWAY

FUTURE ELIGIBILITY MECHANISM

A site lacking a qualifying walking path remains within the TOD zone and is included in the overall SB 79 capacity, but remains exempt unless and until a qualifying walking path exists. Entering into a development agreement can secure the design, funding, construction, availability, and completion of the path before occupancy of the development.

CAPACITY EFFECT OF THE WALKING PATH EXEMPTION

22,386 OVERALL SB 79 CAPACITY	—	4,328 CAPACITY ON EXEMPT SITES	=	18,058 EFFECTIVE SB 79 CAPACITY
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PRACTICAL IMPACT

Protects 200 of the lowest-density properties with inadequate pedestrian infrastructure.

KEY FEATURES DISTINGUISHING ESCONDIDO'S EXEMPTION FRAMEWORK FROM OTHER CITIES

STATE LAW CONTROLS	Article 81 expressly provides that local standards that conflict with state law do not apply.
NO PRECLUSION	Objective local standards apply only when they do not physically preclude, alone or in combination, SB 79's height, density, or residential FAR standards.
NOT SIDEWALK-ONLY	The City evaluates the complete lawful public pedestrian path using multiple facility types and evidence sources, not simply the existence of sidewalks like San Diego's ordinance.
PATH TO ELIGIBILITY	A development agreement allows an exempt site to establish eligibility by securing and completing the missing walking path, unlike Oceanside's ordinance.

AUGUST 11 COMMENT LETTER: CALHDF AND CALIFORNIANS FOR HOMEOWNERSHIP

ALTERNATIVE INTERPRETATION

The letter argues SB 79 applies to sites without pedestrian infrastructure as well as industrial and other zones that principally or conditionally allow even a single commercial use. Staff does not concur with either position.

18,058 EFFECTIVE SB 79 CAPACITY	+4,328 WALKING PATH SITES	+34,042 ADDITIONAL INDUSTRIAL / OTHER SITES	56,428 SB 79 CAPACITY UNDER LETTER'S APPROACH
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CURRENT LITIGATION

San Diego: Lawsuit challenging use of walking path exemption for sites without sidewalks.

Oceanside: Lawsuit challenging use of walking path and other exemptions.

SANDAG: Lawsuit challenging station classifications and train counting for Oceanside and Solana Beach.

RELATED PUBLIC RECORDS REQUESTS

Californians for Homeownership: All pending housing development applications to "monitor local compliance" with state housing law.

YIMBY Action: All public records related to SB 79.

Item 10.



STAFF REPORT

October 7, 2026

File Number 0610-70; 0600-10; A-3626

SUBJECT

APPOINTMENT OF CITY ATTORNEY AND AUTHORIZATION TO ENTER INTO EMPLOYMENT AGREEMENT

DEPARTMENT

Human Resources and City Attorney Offices

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-169: (1) appointing M. Dare DeLano as Interim City Attorney and (2) authorizing the Mayor to execute an employment agreement for the City Attorney.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua, Director of Human Resources; City Attorney's Office: Dare DeLano, Interim City Attorney)

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – Yes, Municipal Code requirement for appointment of City Attorney

COUNCIL PRIORITY – Build Trust and Accountability; Restore Organizational Capacity

FISCAL ANALYSIS

The proposed employment agreement includes salary placement of \$290,000 annually to assume the full duties of City Attorney. This creates no additional fiscal impact due to the appointment of the permanent City Attorney as this was the previous incumbent's annual salary. This was based on market median during the 2024 review.

In February 2017, pursuant to Resolution No. 2017-31, City Attorney Michael McGuinness was appointed as the Interim City Attorney. An At Will Employment Agreement was executed by the City and Mr. McGuinness for that appointment. Thereafter, on or about May 10, 2017, and pursuant to Resolution No. 2017-70 and a new employment agreement, Mr. McGuinness was appointed as the City Attorney by the City Council. That agreement was amended twice pursuant to Resolution No. 2018-108 and Resolution No. 2024-185 to increase the salary of the City Attorney and make other adjustments to available benefits. In March 2026, Mr. McGuinness gave notice that he was retiring effective September 4, 2026.

On May 20, 2026, the City Council formed an Ad Hoc Subcommittee ("Subcommittee") to undertake the appointment of a new City Attorney. The City retained Teri Black & Co., LLC to conduct a state-wide recruitment to fill the position.



CITY of ESCONDIDO

STAFF REPORT

On August 26, 2026, the Subcommittee and thereafter in Closed Session, the City Council met to discuss the status of the recruitment process and appointment of Ms. DeLano as Interim City Attorney during the pendency of the recruitment process.

Ms. DeLano agreed to serve in the capacity of Interim City Attorney during the period prior to the final appointment, and on September 2, 2026, Ms. DeLano was appointed as Interim City Attorney.

The recruitment process continued and the full City Council served as raters on an oral board panel for City Attorney applicants. City Council unanimously selected Ms. DeLano at the conclusion of that process.

The City Council Subcommittee met to review the terms of the employment agreement as outlined in Exhibit "A".

BACKGROUND

1. Appointment of City Attorney

The Escondido Municipal Code ("EMC"), at Article 4 of Chapter 2, provides for the creation and staffing of the Office of the City Attorney. Pursuant to EMC § 2-81, the City Council is required to appoint a city attorney who "shall hold office during the pleasure of the council or for such term as may be provided by an employment agreement between the city and the city attorney."

The City Attorney serves as the Chief Legal Officer for the City and, pursuant to EMC § 2-84, is required to provide certain duties including advising the city officials in all legal matters pertaining to city business, frame all ordinances and resolutions required by the council, and perform other legal services required from time to time by the council.

By Code, the City Attorney is responsible for the management and control over the City Attorney's Office. (EMC § 2-85). The Code does not provide for the responsibility to staff, manage or otherwise handle the legal affairs of the City to any person other than the City Attorney. As a result, with the selection of Ms. DeLano following the recruitment process, the City Council must appoint a City Attorney to manage the City Attorney's Office.

Currently the City Attorney's Office is staffed with a total of eight attorneys and five staff. The office handles the vast majority of legal work of the City including claims administration and civil litigation; real property, land use and environmental matters; labor and employment; contracts and procurement; advising the Clerk's Office on Public Records requests; Code Compliance advice and enforcement; ordinance drafting; and a vast array of general municipal advice to the councilmembers and all City staff.



CITY of ESCONDIDO

STAFF REPORT

2. Proposed Selection for City Attorney

Beginning her City employment as the Senior Deputy City Attorney in June 2022, Ms. DeLano was promoted to Assistant City Attorney in October 2024 and appointed as Interim City Attorney in September 2026. Prior to entering City employment, Ms. DeLano was a partner in the law firm DeLano & DeLano and her professional legal career dates back to 1994. Ms. DeLano received her B.A. from the University of Dallas, Texas, her Juris Doctorate degree from the University of Virginia School of Law, and an LL.M in International Legal Studies from New York University School of Law. She has been a member of the California Bar Association since 1998, as well as admitted to practice before the United States District Court for the Southern District of California, in addition to other courts.

Ms. DeLano's municipal expertise is broad and deep and she serves as the principal advisor on all legal issues handled by the City's Development Services Department including, but not limited to: Housing, Planning, Engineering, complex land use, cultural resources, zoning, and CEQA and environmental matters. She also serves as the legal advisor to the City's Planning Commission. Prior to her appointment as Interim, she served as the second-in-command and managed the office when the City Attorney was absent. Since her appointment as Interim City Attorney, she has performed all duties of the City Attorney.

3. Employment Agreement

As required by the EMC, the permanent City Attorney serves pursuant to an employment contract. Resolution No. 2026-169, includes as Exhibit "A" a proposed contract between the City and Ms. DeLano providing for the salary and benefits, as well as employment status, of Ms. DeLano during the appointment.

On September 16, 2026, the City Council Subcommittee met to consider this appointment and the terms of an employment agreement.

CONCLUSION

In light of the foregoing, it is recommended that the City Council adopt Resolution No. 2026-169 to appoint Ms. DeLano as City Attorney and authorize the Mayor to execute an employment agreement containing satisfactory terms with Ms. DeLano to serve in the role of City Attorney.

RESOLUTION

- a. Resolution No. 2026-169
- b. Resolution No. 2026-169 - Exhibit "A" At Will Employment Agreement

RESOLUTION NO. 2026-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPOINTING M. DARE
DELANO, AS CITY ATTORNEY AND AUTHORIZING THE
MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN
EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

WHEREAS, Article 4 of Chapter 2 of the Escondido Municipal Code ("Code") provides for the creation of the Office of the City Attorney; and

WHEREAS, pursuant to Sections 2-81 and 2-85 of the Code, the City Council shall appoint a City Attorney, who shall hold that office at the pleasure of the City Council for such time as may be provided by an employment agreement and be responsible for the management and control over that department; and

WHEREAS, M. Dare DeLano, Esq. has served in the role as the appointed Interim City Attorney since September 2, 2026; and

WHEREAS, on September 10, 2026, the recruitment process for City Attorney resulted in a unanimous decision by the City Council to appoint Ms. DeLano as City Attorney; and

WHEREAS, the City is required to appoint either a City Attorney or Interim City Attorney and enter into an employment contract with that individual to provide the services required by Code; and

WHEREAS, Interim City Attorney M. Dare DeLano, Esq. has the experience and qualifications to serve in the capacity of City Attorney; and

WHEREAS, the City Council and Ms. DeLano desire and deem it is in the best interests of the City to appoint Ms. DeLano as City Attorney effective at close of business October 7, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council appoints M. Dare DeLano as the City Attorney effective October 7, 2026, and she shall have those rights, duties and responsibilities as the City Attorney as provided for in the Code and as may otherwise be required in the employment agreement.

3. The City Council authorizes the Mayor to execute, on behalf of the City, an employment agreement with Ms. DeLano to serve as City Attorney, a copy of which is attached hereto as Exhibit "A."



CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective as of October 7, 2026, by and between the City of Escondido, California, a municipal corporation (the "City" or "Employer"), and M. Dare DeLano, an individual (the "City Attorney" or "Employee"). Employer and Employee are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City requires the services of a City Attorney; and

WHEREAS, the City Attorney has the necessary education, experience, skills and expertise to serve as the City's City Attorney; and

WHEREAS, Employee has been employed by Employer as an Assistant City Attorney since 2022; and

WHEREAS, Employee was appointed by Employer as the Interim City Attorney on September 6, 2026; and

WHEREAS, Employee desires to be employed as the City Attorney for the City of Escondido.

WHEREAS, the City Council of the City (the "City Council") desires to employ Employee to serve as the City Attorney of City; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of the Escondido Municipal Code and Government Code Section 53260, et seq.; and

WHEREAS, it is the desire of Employer to provide certain benefits and establish certain conditions of employment of Employee for the purpose of securing and retaining the services of Employee; and

WHEREAS, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. EMPLOYMENT

The City hereby employs the City Attorney as its City Attorney, and the City Attorney hereby accepts such employment.

2. COMMITMENTS AND UNDERSTANDINGS

A. City Attorney Commitments

(1) Duties & Authority

The City Attorney shall have the following prescribed duties:

(a) Advise the city officials in all legal matters pertaining to city business.

(b) Frame all ordinances and resolutions required by the council.

(c) Perform other legal services required from time to time by the council.

(2) Hours of Work

(a) The City Attorney is an exempt employee without set hours of work but is expected to be available at all reasonable times and to engage in those hours of work that are necessary to fulfill the obligations of the City Attorney's position.

(b) The City Attorney shall spend sufficient hours on site to perform the City Attorney's duties; however, the City Attorney has discretion over the City Attorney's work schedule and work location.

(3) Disability or inability to perform

In the event the City Attorney becomes mentally or physically incapable of performing the City Attorney's functions and duties with reasonable accommodation, the City Council may appoint an Interim City Attorney and may apply for disability retirement of the City Attorney, pursuant to Government Code section 21153, and any other applicable provisions of law.

B. City Commitments

(1) The City shall provide the City Attorney with the compensation incentives and benefits, specified elsewhere in this Agreement.

(2) The City shall provide the City Attorney with office space, staff, equipment, supplies and all other facilities and services adequate for the performance of the City Attorney's duties.

(3) The City shall pay for or provide the City Attorney reimbursement for all actual business expenses. The City shall provide the City Attorney a credit card to charge appropriate and lawful business expenses.

(4) The City agrees to pay the professional dues and subscriptions on behalf of the City Attorney for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City.

(5) The City agrees to pay the travel and subsistence expenses of the City Attorney for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City and consistent with the Administrative Directives applicable to Executive Management positions at the City.

C. Mutual Commitments

(1) Performance Evaluation

The City Council recognizes that for the City Attorney to respond to the City's needs and to grow in the performance of the City Attorney's job, the City Attorney needs to know how the City Council members evaluate performance. To assure that the City Attorney gets this feedback, the City Council shall review and evaluate the performance of the City Attorney commencing in July of each year. The City Council shall work with the Human Resources Director to retain an outside facilitator, with at least five years' experience in executive evaluations, to conduct the evaluation process. The facilitator will also assist in developing mutually agreed-upon goals and performance objectives for the upcoming year.

At the time of the annual evaluation, the City Council shall in good faith consider performance-based salary adjustments, based upon comparable compensation packages made available to these executive positions from the other cities in San Diego County and other agencies used for city labor negotiations.

(2) Ethical Commitments

The City expects the City Attorney to adhere to the highest professional standards. The City Attorney's actions will always comply with those standards. The City Attorney agrees to follow the ethics rules, regulations, and laws of the State of California. The City Attorney shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Neither the City Council nor any individual member thereof shall request the City Attorney to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for

individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

3. COMPENSATION

The City agrees to provide to the City Attorney compensation and benefits, and assume certain costs on behalf of the City Attorney, during the term of the Agreement as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

(a) The annual Base Salary for the position of City Attorney shall be two hundred and ninety dollars (\$290,000).

(b) The City Attorney shall be paid at the same intervals and in the same manner as regular City employees. In the event that there are more than twenty-six (26) pay periods in a calendar year, the periodic payments shall be adjusted accordingly so that the Base Salary or other compensation or benefits shall not exceed any amount approved by the City Council.

(c) The City shall not at any time during the term of this Agreement reduce the Base Salary, compensation or other financial benefits of the City Attorney unless, as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads. The City shall give the City Attorney ninety (90) day's written notice of any intent to reduce the Base Salary pursuant to this provision.

(2) Required Employer Costs

(a) Federal Medicare Contributions (as required).

(b) State Unemployment Insurance.

(c) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay the City's share, and the City Attorney shall pay the employee's share for participation in PERS as a Tier 3 PEPRA member, currently set at seven percent (7%).

(d) The cost of any fidelity or other bonds required by law for the City Attorney, which the City reserves the right to waive.

(e) The cost to defend and indemnify the City Attorney as provided in Section 6(E) below.

(f) Workers' Compensation Insurance.

B. Basic Benefits

(1) Holidays

The City Attorney is entitled to the same holidays as City Executive Management employees.

(2) Vacation, Sick Leave and Management Leave Allowance

Upon the Effective Date of this Agreement, the City Attorney shall receive:

(a) The City Attorney shall accrue vacation leave hours commencing at the same rate as City employees who have been working for the City for five (5) or more years and progressing according to the schedule for city employees generally thereafter. The City Attorney may accrue up to up to the maximum leave balance as permitted under existing City policy for a five (5) year or more City employee. The City Attorney may convert vacation leave hours to cash at the same rate and at the same times as City Executive Management employees. The City Attorney shall be paid for any unused accrued vacation hours upon either voluntary or involuntary termination of employment.

(b) The City Attorney shall accrue sick leave hours at the same rate and at the same times as City employees who have been working for the City for five (5) or more years.

(c) Eleven (11) days (equivalent to 99 hours) of Management Leave. The City Attorney shall receive eleven (11) days of Management Leave annually. The Management Leave hours do not carry from one Fiscal Year to the next and will expire at the close of each Fiscal Year if unused. The City Attorney may cash out the Management Leave hours in whole or in part at the times established for all City employees.

(3) Automobile

Upon the Effective Date of this Agreement, the City Attorney shall be provided a monthly automobile allowance in the amount of seven hundred fifty dollars \$750.00 (\$9,000.00 annually) in lieu of making a vehicle available for the City Attorney's City-related business and/or functions during, before and after normal work hours. The City Attorney is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(4) Benefits that Accrue to Other Employees

The City Attorney shall be entitled to all other compensable and non-compensable benefits, rights, and privileges accorded to City Executive Management employees except as otherwise provided in this Agreement.

4. SECURITY

A. Pensions

(1) Public Employees Retirement System ("PERS")

For the purposes of PERS reporting, the City shall incorporate into the reported Base Salary as compensation earnable the Section 3.A(1)(a) Base Salary, but only to the extent, if any, that PERS will consider it to be compensation earnable. City Attorney is a Tier 3 PEPRA member of CalPERS ("PERS"), and as such, the City Attorney is obligated to contribute to PERS at the same level as all other City Tier 3 PEPRA PERS members, which is currently seven percent (7%) of Base Salary.

(2) Deferred Compensation

(a) Plan Contribution

The City will make, in equal proportionate amounts each pay period, a pro-rated total annual contribution of seven percent (7%) of Base Salary into a qualified deferred compensation plan as selected by the City Attorney. Amounts contributed under this section shall be to the benefit of the City Attorney in accordance with the Deferred Compensation Plan participation agreement and shall be considered employer contributions.

(b) Internal Revenue Code Compliance

All provisions of this Section 4.A are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section 4.A shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations.

B. Insurance

(1) Disability Insurance

Short and Long Term Insurance is provided and the City Attorney shall contribute 0.715% of Base Salary for short-term disability coverage and 0.50% of Base Salary for long-term disability.

(2) Medical/Dental/Vision Insurance

The City Attorney shall receive the same cafeteria plan equal to four percent (4%) of Base Salary plus one hundred and twenty-five dollars (\$125.00) for allowable medical, dental and vision insurance options and related benefits as are available to other City Executive Management employees.

(3) Life Insurance

The City Attorney shall receive Basic Life and AD&D insurance procured by the City and calculated at the rate of twice the Base Salary with a cap of five hundred thousand dollars (\$500,000).

5. SEPARATION

The City Attorney is an at-will employee serving at the pleasure of the City Council as provided in Government Code section 36506. This Agreement may be terminated, or the City Attorney may be separated from employment under this Agreement, as follows:

A. By City

The City may terminate this Agreement at any time, either with or without cause, by majority vote of the membership of the City Council at a properly posted and duly authorized public meeting. Termination shall be under one or more of the following provisions:

(1) For Cause

(A) Misconduct. In the event that the City determines there is good cause to terminate this Agreement due to (1) malfeasance, (2) gross negligence, (3) fraud, or (4) conviction of a crime, other than a traffic offense or infraction on the part of the City Attorney, the City shall give the City Attorney notice of termination, which at the option of the City Council shall either be effective immediately, or the notice shall specify the intent to terminate and the date the termination will become final. In either case, the notice shall be accompanied by a statement of the basis for the termination. In the case of a termination that is effective immediately, the City Attorney shall have the right to present any rebuttal information to the City Council, in writing, no later than ten (10) calendar days after the termination. In the event that the City Council gives notice of an intent to terminate at a future date, the City Attorney shall have the right to present any rebuttal information to the City Council, in writing, prior to the effective date of the termination. In either case, the City Attorney shall have the right to be represented and to have a hearing before the City Council, in open or closed session as authorized by the Ralph M. Brown Act, within 14 days following termination. The City Council shall review any rebuttal information provided by the City Attorney and any other relevant material and shall then determine whether to uphold the termination or to rescind it. The City Council's decision shall be final. Any actions of the City taken under this paragraph shall occur only after the majority vote of the membership of the City Council.

(B) Material Uncorrected Failure to Perform. In the event that the City determines there is good cause to terminate this Agreement that does not rise to the level of seriousness addressed above in Section 5.A(1)(A), such as (1) a repeated material failure to meet reasonable performance objectives which have been identified and adopted by the City Council at a properly notice public meeting, that are within the City Attorney's control, or (2) uncorrected material failure to present a positive image to

the City Council, staff, public or media on behalf of the City, the City may terminate the Agreement for cause provided the City (1) first gives notice to the City Attorney in writing of the alleged failure in performance and a reasonable opportunity to cure the problem, and (2) gives the City Attorney a reasonable opportunity to present evidence to the City Council in rebuttal to any alleged failure in performance or of any extenuating circumstances showing that the failure was beyond the control of the City Attorney. The City will not terminate for cause under this Section 5.A(1)(B) unless it is determined in writing that the evidence in support of the grounds for termination is substantial taking into account all of the information available to the City Council, including any evidence presented by the City Attorney. Any actions of the City taken under this paragraph shall occur only after the majority vote of the membership of the City Council.

(C) No Severance Benefits. In the event that this Agreement is terminated by the City pursuant to Section 5.A(1) for cause, the City Attorney shall not be entitled to any severance benefits under this Agreement or under any other provision of law or City policy or procedure, except for previously accrued vacation and management leave to which the City Attorney is otherwise entitled.

(2) For Convenience

The City may terminate this Agreement at any time without cause and for its convenience as the City shall, in its sole discretion, determine appropriate provided (1) the City Attorney shall be given at least thirty (30) days' written notice and an opportunity to be heard, in open or closed session or in writing, as the City Council shall determine consistent with the Ralph M. Brown Act, with respect to the proposed termination before it becomes effective, and (2) the City Council shall vote by not less than a majority of the membership of the City Council to exercise its termination rights under this provision. The City Attorney shall be offered the severance benefits specified below in Section 5 which she may accept or reject as provided in Section 5.

B. By the City Attorney

The City Attorney may terminate this Agreement at any time, with or without cause, by (1) giving Employer ninety (90) days advance written notice of her intent to terminate, or (2) a termination sooner by mutual agreement with the City. In the event that the City Attorney exercises her right to terminate, she shall not be entitled to the severance benefits set forth below under Section 5.C or to any other similar termination benefits under law or the City's rules or regulations, provided however, that the City Attorney shall be entitled to payment for any vacation or management leave earned and unused at the time her notice of termination is effective.

C. Severance

In the event that the City Attorney's employment is terminated by the City for convenience pursuant to Section 5.A(2) above, the City Attorney shall be offered and shall be entitled to the severance benefits stated in this Section 5.C, as follows:

(1) Computation

The City shall offer to the City Attorney, for a termination occurring after the Effective Date of this Agreement, to pay an amount equal to one (1) year of her Base Salary. Such severance benefits shall be paid in addition to payment of any accrued vacation or management leave otherwise payable to the City Attorney.

(2) Separately Negotiated; Waiver

The Parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance by the City Attorney of the severance pay benefits provided by this Section 5 shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which the City Attorney may have, or have had, at any time, in the past or in the future, arising out of the City Attorney's employment by the City, including but not limited to claims for wrongful termination of this Agreement. If the City Attorney wishes to retain any such rights, the City Attorney must decline to accept the severance benefits provided by this paragraph. The City Attorney shall notify the City of this election to accept or reject these severance benefits within seven (7) days of notice of termination of this Agreement, or within such other time period as the Parties may agree to in writing.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of the City Attorney as to all claims, known or unknown, and the City Attorney specifically waives the provisions of Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HER MUST HAVE MATERIALLY AFFECTED HER SETTLEMENT WITH THE DEBTOR.

(3) The severance provisions of this Agreement shall not apply in the event the City Attorney is terminated for cause as provided for in Sections 5.A(1)(A) or (B).

6. MISCELLANEOUS PROVISIONS

A. Term

The term of this Agreement shall be from the Effective Date until terminated pursuant to the terms of this Agreement.

B. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Attorney's termination of employment with the City including, but not limited to, Sections

5 and 6.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Attorney. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

(1) The City Attorney shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

(2) The City Attorney shall also be subject to the conflict of interest provisions of the California Government Code and Municipal Code.

(3) The City Attorney is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification

The City shall defend and indemnify the City Attorney to the fullest extent required by Government Code section 825, et seq. and as may be required or provided for under the Municipal Code and related City Administrative Directives.

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Laws Affecting Title

In addition to those laws affecting a City Attorney, the City Attorney shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and City Administrator as those terms are used in local, state or federal laws.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Diego County, California, notwithstanding any conflicting provisions of the California Code of Civil Procedure.

I. Provisions of Government Code Section 53243, et. seq.

(1) In the event that the City provides paid leave to City Attorney pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4, and should that investigation lead to either a criminal conviction or a civil or administrative penalty by the FPPC or any similarly authorized agency, City Attorney shall fully reimburse the City for any salary provided for that purpose.

(2) In the event that the City provides funds for the legal criminal defense of City Attorney pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4, and should that investigation lead to either a criminal conviction or a civil or administrative penalty by the FPPC or any similarly authorized agency, City Attorney shall fully reimburse the City for any funds provided for that purpose.

(3) In the event that the City provides City Attorney with severance, or any other type of cash settlement related to the termination of City Attorney, and City Attorney subsequently is convicted of a crime, or subjected to civil or administrative penalties, resulting from abuse of her office or position covered by Government Code section 53243.4, City Attorney shall fully reimburse the City for any such severance or cash settlement.

(4) This provision shall not be interpreted or construed as creating a contractual obligation on the City to provide paid leave, a legal criminal defense or cash settlement related to an investigation or termination of the City Attorney.

J. Entire Agreement

This Agreement represents the contractual relationship of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City of Escondido has caused this Agreement to be signed and executed on its behalf by its Mayor as authorized by Resolution No. 2026-169, and City Attorney has signed and executed this Agreement set forth below.

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

EMPLOYEE

Date: _____

M. Dare DeLano



STAFF REPORT

October 7, 2026
File Number 0650-20

SUBJECT

MEASURE B: THE SAN DIEGO COUNTY HEALTH & SAFETY ACT - 0.5% COUNTYWIDE TAX INITIATIVE

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request the City Council use its discretion to either support, oppose, or take no action regarding Measure B: A citizen-led, countywide half-cent sales tax on the November 2026 ballot.

Staff Recommendation: Provide Direction (City Manager's Office: Joanna Axelrod, Deputy City Manager)

Presenter: Matthew Anderson, Management Analyst

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Financial Stewardship

FISCAL ANALYSIS

There is no direct fiscal impact to the City of Escondido. However, if passed, Measure B would increase sales tax in Escondido to the California cap of 9.25%, restricting the City's ability to levy additional sales tax in the future without legislative approval from the State of California.

Retail sales of tangible personal property, as well as some service and labor costs, made throughout the City would be subject to an additional 0.5% sales tax, the revenue of which would be managed by the County of San Diego. Measure B does not expressly establish dedicated allocations, revenue-sharing formulas, or guaranteed distributions for incorporated cities or municipal police or fire departments. All future expenditures would be determined solely through the County's annual budget process.

PREVIOUS ACTION

On August 12, 2026, Councilmember Judy Fitzgerald and Mayor Dane White requested that this item be placed on a future City Council Agenda.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Measure B, also known as the San Diego Health & Safety Act, is a citizen-led, Countywide half-cent sales tax on the November 2026 ballot. If passed, Measure B is estimated to raise revenue of \$400 - \$450 million per year with no automatic end date. Measure B is considered a special tax and requires specific targets for its use: Services for children and families, Tijuana River sewage crisis cleanup and response, and public safety. Measure B calls for an 11-member Citizen Oversight Committee, yearly independent audits, and public reports to confirm whether the money was used as required. Because this is a citizen initiative, it will only require a simple majority (50% +1) to pass, as opposed to the 2/3 supermajority needed by government-initiated special taxes.

The distribution of the funding is established as follows:

- 60% Services for children and families:
 - Healthcare – additional funding for current Medicaid-supported services, County medical services, care through hospitals and clinics, in-home care, and staff who help people apply for health programs. Funding must add to, not replace, existing County healthcare funding.
 - Childcare – childcare vouchers for families, payments to help providers hire and keep workers, and mental and behavioral health services for young children.
 - Food Security – no more than 7% of total Measure B revenue could go to CalFresh nutrition assistance, and no more than 2/3 of that may go to eligible staffing expenses for County staff who review eligibility and other food assistance programs.
- 22.5% Tijuana River sewage crisis cleanup and response
- 16% Public Safety: fire preparation and wildfire mitigation, law enforcement, and 9-1-1 systems
- Up to 1.5% Administration and Oversight

Sales Tax Caps

The California Revenue and Taxation Code Section 7251.1 generally limits combined taxes within a county to 2% above the Statewide base of 7.25%. In San Diego County, that limits sales tax to a 9.25% maximum. As a Countywide Initiative, Measure B would add 0.5% to the existing tax rates in each jurisdiction. Currently, the cities of Chula Vista, Del Mar, Escondido, Imperial Beach, Lemon Grove, National City, San Marcos, and Solana Beach tax sales at 8.75%. The additional 0.5% from Measure B would bring these cities up to the Statewide Cap of 9.25%, and they would not be able to increase sales tax without State Legislative authority. The City of Oceanside will have Measure S on the same 2026 ballot – a 0.5% sales tax measure that, if passed, would bring Oceanside to the same level as the cities listed above.



CITY of ESCONDIDO

STAFF REPORT

The California Legislature has, on numerous occasions, granted specific statutory authority to exceed that limitation, and 172 Cities and Counties have increased beyond the 9.25% cap. In August 2026, the Governor signed SB 762, authorizing 13 jurisdictions to exceed the state limit.

Council Direction

The Council may, at its discretion, choose to support Measure B, oppose Measure B, or take no action. Staff have prepared resolutions in support (Resolution No. 2026-167) and opposition (Resolution No. 2026-168) to this Measure.

RESOLUTIONS

- a. Resolution No. 2026-167
- b. Resolution No. 2026-168

ATTACHMENTS

- a. Attachment "1"—Measure B Full Text

RESOLUTION NO. 2026-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO EXPRESSING THE CITY COUNCIL'S SUPPORT
FOR MEASURE B, THE SAN DIEGO COUNTY HEALTH &
SAFETY ACT, A COUNTYWIDE 0.5 PERCENT SALES TAX
INITIATIVE

WHEREAS, the City of Escondido is committed to protecting the health, safety, and welfare of its residents, businesses, and visitors, and recognizes the importance of regional cooperation in addressing challenges that affect communities throughout San Diego County; and

WHEREAS, Measure B, identified as the San Diego County Health & Safety Act, 0.5% Countywide Tax Initiative, has been proposed as a countywide sales tax measure intended to generate funding for health care, public safety, child care, and projects addressing cross-border pollution and related public health concerns; and

WHEREAS, the proposed measure would establish an additional countywide sales tax of one-half of one percent, subject to the specific terms, limitations, and implementation provisions contained in the measure; and

WHEREAS, the City Council recognizes that threats to public health and safety, including emergency response demands, environmental contamination, and regional infrastructure challenges, may extend beyond municipal boundaries and require coordinated responses among local, regional, state, and federal partners; and

WHEREAS, the City Council recognizes the importance of reliable emergency services, effective public health protections, environmental safeguards, and adequate resources to address conditions that may affect the quality of life and safety of San Diego County residents; and

WHEREAS, the City Council further recognizes that any public funding initiative should be administered transparently, with appropriate accountability, fiscal oversight, and clear communication regarding the use and benefits of collected revenues; and

WHEREAS, after considering the stated purposes of Measure B, its potential regional implications, and the interests of the residents and businesses of the City of Escondido, the City Council finds that expressing support for the measure is consistent with the City's interest in promoting regional health, safety, and coordinated public service delivery; and

WHEREAS, the City Council acknowledges that the ultimate decision regarding Measure B rests with the electorate and that the City Council's position does not limit the right of any individual to express an independent viewpoint or participate in the electoral process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. The foregoing recitals are true and correct and are incorporated into this Resolution by reference.
2. The City Council of the City of Escondido hereby expresses its support for Measure B, the San Diego County Health & Safety Act, 0.5% Countywide Tax Initiative, based on the measure's stated objectives of supporting regional health, public safety, environmental protection, and related community needs.
3. The City Council encourages continued transparency, fiscal responsibility, and accountability in the administration of any revenues generated by Measure B, including clear reporting regarding the allocation and use of funds.

4. The City Clerk is hereby authorized and directed to attest to the adoption of this Resolution and to provide copies to appropriate regional agencies and interested parties.

5. This Resolution shall take effect immediately upon its adoption.

6. The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be entered into the official records of the City of Escondido.

RESOLUTION NO. 2026-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO EXPRESSING OPPOSITION TO MEASURE B,
THE SAN DIEGO COUNTY HEALTH & SAFETY ACT, 0.5%
COUNTYWIDE TAX INITIATIVE

WHEREAS, the City of Escondido is committed to protecting the health, safety, and welfare of its residents, businesses, and visitors, and recognizes the importance of effective public services, sound fiscal management, and regional cooperation; and

WHEREAS, Measure B, identified as the San Diego County Health & Safety Act, 0.5% Countywide Tax Initiative, has been proposed as a countywide sales tax measure intended to generate funding for health care, public safety, child care, and projects addressing cross-border pollution and related public health concerns; and

WHEREAS, the proposed measure would establish an additional countywide sales tax of one-half of one percent, subject to the specific terms, limitations, and implementation provisions contained in the measure; and

WHEREAS, the City Council recognizes the importance of addressing public health, emergency response, environmental protection, and other regional needs, and acknowledges that these matters warrant thoughtful consideration and effective collaboration among governmental agencies; and

WHEREAS, the City Council also recognizes that additional taxation imposes financial obligations on residents, families, consumers, and businesses, and that the cumulative effect of state, local, and regional taxes may affect household budgets, business operations, economic activity, and the cost of goods and services; and

WHEREAS, the City Council believes that any proposal to impose an additional countywide tax should be evaluated carefully in light of demonstrated fiscal needs, existing governmental revenues, alternative funding sources, the proposed allocation of revenues, and the availability of meaningful safeguards for accountability and oversight; and

WHEREAS, after considering the stated purposes of Measure B, its proposed tax increase, its potential financial implications, and the interests of the residents and businesses of the City of Escondido, the City Council finds that expressing opposition to the measure is consistent with its interest in fiscal prudence, responsible taxation, and the protection of the local economy; and

WHEREAS, the City Council acknowledges that the ultimate decision regarding Measure B rests with the electorate and that the City Council's position does not limit the right of any individual to express an independent viewpoint or participate in the electoral process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. The foregoing recitals are true and correct and are incorporated into this Resolution by reference.
2. The City Council of the City of Escondido hereby expresses its opposition to Measure B, the San Diego County Health & Safety Act, 0.5% Countywide Tax Initiative, based on concerns regarding the imposition of an additional countywide sales tax and the potential financial implications for residents, consumers, and businesses.
3. The City Council encourages regional agencies and policymakers to continue pursuing effective, transparent, and fiscally responsible approaches to addressing public health, public safety,

environmental protection, and other regional priorities, including consideration of existing revenues and alternative funding sources.

4. The City Clerk is hereby authorized and directed to attest to the adoption of this Resolution and to provide copies to appropriate regional agencies and interested parties.

5. This Resolution shall take effect immediately upon its adoption.

6. The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be entered into the official records of the City of Escondido.

The people of the County of San Diego ordain as follows:

Section 1. Title

This measure shall be known and may be cited as the "Protect San Diego County's Health and Safety Act."

Section 2. Findings

The people of the County of San Diego hereby find and declare the following:

- (a) San Diego County residents' health, safety, and quality of life are facing severe threats that Washington D.C. and Sacramento are either ignoring or making worse.
- (b) The Tijuana River toxic sewage crisis is one of America's worst environmental disasters that's sickening entire communities and polluting our treasured coastline – and state and federal politicians and bureaucrats have failed to act time and again.
- (c) Extreme weather is causing more severe and frequent wildfires and flooding while the federal government has threatened to withhold fire aid and disaster relief from California communities.
- (d) Severe cuts enacted by Congress to Medicaid, the Affordable Care Act, and the Supplemental Nutrition Assistance Program will lead to over 150,000 San Diegans losing healthcare and food they need to survive and stay healthy.
- (e) Those same federal cuts will dramatically reduce the County of San Diego's overall budget which puts local 911 first responder staffing levels and essential public safety services in our neighborhoods at risk.
- (f) Children in San Diego County are under double threat from federal cuts to nutrition and healthcare and the lack of affordable, accessible childcare vital to children's healthy development.
- (g) This measure will protect San Diego County from the severe threats we're facing with urgent, local action that safeguards our community's health, safety, and well-being.
- (h) All funds from this measure are guaranteed to address San Diego County's most urgent health and safety priorities: the Tijuana River Sewage Crisis, Public Safety, Healthcare and Children's Healthy Development – nothing else.
- (i) This measure requires public disclosure of spending to track every dollar raised with the strictest accountability and transparency requirements, including annual independent fiscal and performance audits and a citizen oversight committee.

(j) Tough taxpayer protections prohibit funds from this measure to be used for politicians' salaries, lobbyist contracts, or government office renovations. If politicians or bureaucrats try to misuse these funds they may be subject to criminal prosecution.

(k) The measure's funding will stay 100% local to our region with an ironclad legal prohibition on Washington or Sacramento taking even one dime away from San Diego County.

Section 3. Purpose and Intent

It is the intent of the people of the County of San Diego that the Protect San Diego County's Health and Safety Act is enacted to maintain and improve the health and safety of County residents by doing the following:

(a) Stopping the Tijuana River toxic sewage flows contaminating local beaches, bays, and coastal waters with cross-border sewage treatment infrastructure that we in San Diego County control. No more waiting for Washington D.C. or Mexico.

(b) Keeping San Diego County safe by hiring and retaining first-responders and essential public safety services to provide effective 911 emergency response.

(c) Protecting against extreme fire threats by adding firefighters, increasing brush clearing, strengthening wildfire preparedness, and upgrading lifesaving equipment.

(d) Maintaining affordable healthcare for San Diego County residents at risk of losing coverage due to Congress' evisceration of Medi-Cal and the Affordable Care Act.

(e) Supporting local hospitals, community clinics, and their essential nurses and healthcare workers, to provide quality care to all San Diego County residents.

(f) Protecting vulnerable children, seniors and families from going hungry as a result of Washington politicians making deep cuts and reducing eligibility for the Supplemental Nutrition Assistance Program ("SNAP") that provides food to people in our community who are struggling with skyrocketing grocery prices.

(g) Providing for San Diego County children's healthy development through childcare and integrated physical and mental health services.

(h) Protecting taxpayers with complete public disclosure of all spending, full local control of all funding and strict accountability, including annual independent audits, citizen's oversight and criminal penalties for misuse of funds.

(i) Expressly providing that the funds generated by this special sales tax are to be used for essential County health and safety services as set forth above and in the measure.

Section 4. Protect San Diego County's Health and Safety Transactions and Use Tax Ordinance.

Chapter 5 of Division 2 of Title 2 of the County of San Diego Code of Regulatory Ordinances is added to read as follows:

Chapter 5

Protect San Diego County's Health and Safety Transactions and Use Tax

- 22.501 Title
- 22.502 Definitions
- 22.503 Purpose
- 22.504 Contract with State
- 22.505 Transactions Tax Rate
- 22.506 Place of Sale
- 22.507 Use Tax Rate
- 22.508 Adoption of Provisions of State Law
- 22.509 Limitations on Adoption of State Law and Collection of Use Taxes
- 22.510 Permit Not Required
- 22.511 Exemptions and Exclusions
- 22.512 Amendments
- 22.513 Enjoining Collection Forbidden
- 22.514 [Reserved]
- 22.515 Protect San Diego County's Health and Safety Fund
- 22.516 Receipt of Proceeds
- 22.517 Use of Proceeds
- 22.518 [Reserved]
- 22.519 Expenditure Plan
- 22.520 Citizen Oversight Committee

22.501 Title

This chapter shall be known as the Protect San Diego County's Health and Safety Transactions and Use Tax Ordinance (the "Ordinance").

22.502 Definitions

For the purpose of this chapter, the following definitions shall apply:

"Committee" means the Citizen Oversight Committee established as set forth in section 22.520.

"County" means the County of San Diego.

"Fund" means the Protect San Diego County's Health and Safety Fund.

"Operative Date" means the first day of the first calendar quarter commencing more than one hundred ten (110) days after the adoption of this Ordinance.

22.503 Purpose

This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) and Section 7285.5 of Part 1.7 of Division 2 of the Revenue and Taxation Code, which authorize the County to adopt this tax Ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose. This retail transactions and use tax shall be in addition to any other taxes authorized by law, including any existing or future state or local transactions and use tax. The imposition, administration, and collection of the tax shall be in accordance with all applicable statutes, laws, and rules and regulations prescribed and adopted by the California Department of Tax and Fee Administration.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

22.504 Contract with State

Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax Ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

22.505 Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

22.506 Place of Sale

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or the retailer's agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

22.507 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

22.508 Adoption of Provisions of State Law

Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

22.509 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

(2) The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

(3) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(b) The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203 of the Revenue and Taxation Code.

(1) "A retailer engaged in business in the County" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

22.510 Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

22.511 Exemptions and Exclusions

(a) There shall be excluded from the Ordinance of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the County, which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or the retailer's agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this section, delivery to a point outside the County shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and,

(B) With respect to commercial vehicles, by registration to a place of business outside the County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) A lease of tangible personal property, which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

(5) For the purposes of paragraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

- (1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 - (2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 - (3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.
 - (4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.
 - (5) For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 - (6) Except as provided in subsection (7) a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
 - (7) "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.
- (d) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a county imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

22.512 Amendments

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are consistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

22.513 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

22.514 [Reserved]**22.515 Protect San Diego County's Health and Safety Fund**

There is hereby established in the treasury of the County of San Diego a special fund called the Protect San Diego County's Health and Safety Fund, which shall be maintained by the County.

22.516 Receipt of Proceeds

(a) All revenue generated by this Ordinance shall be deposited into the Protect San Diego County's Health and Safety Fund.

(b) The uses and expenditures of money allocated to the Protect San Diego County's Health and Safety Fund shall be governed by and subject to the requirements set forth in sections 22.517 through 22.519.

22.517 Use of Proceeds

(a) Moneys in the Protect San Diego County's Health and Safety Fund shall be used to reimburse the County for the costs imposed by the California Tax and Fee Administration to administer and operate this tax pursuant to section 22.504 and for use by the Citizen Oversight Committee pursuant to subdivision (e) of section 22.520.

(b) The remaining moneys in the Fund shall be expended pursuant to and subject to the requirements set forth in section 22.519.

- (c) No revenue generated by this Ordinance may be used for:
- (1) Salaries and benefits for elected officials.
 - (2) Bonuses or pay increases for management and executive-level County employees.
 - (3) Contracts for lobbying or public relations services.
 - (4) Construction or renovation of County administrative offices or headquarters.
 - (5) Any purpose other than those specifically enumerated in the expenditure plan provided by section 22.519.

22.518 [Reserved]

22.519 Expenditure Plan

(a) The proceeds in the Protect San Diego County's Health and Safety Fund shall be used solely to finance essential County services and to maintain and improve the quality of lives of County residents. The revenues generated by this Ordinance shall be expended in the manner set forth herein, with first priority given to offsetting the impact of severe federal budget cuts and preventing local budget cuts to vital County services and programs that protect residents' health, safety, and basic needs.

(b) With the adoption of the County budget and quarterly as determined by the County Chief Administrative Officer and Chief Financial Officer, the County shall apportion the revenues within the categories in this Ordinance based on the County's anticipated needs and projects in the coming year or following years for projects and programs spanning multiple years. The following are the allowable uses and annual percentages for the revenues generated by this Ordinance:

(1) No more than sixty percent (60%) on protecting and providing affordable healthcare services, nutrition and food security services, and services and programs for children and families. Expenditures authorized pursuant to this section may be used to expand the County's safety-net healthcare programs using existing healthcare providers, but not to supplant current funding.

(A) Five percent (5%) on in-home health services for the elderly and infirm, including but not limited to maintaining funding levels for services historically funded by Medicaid.

(B) No more than seven percent (7%) on providing nutrition assistance and addressing food insecurity for County residents through the County's SNAP/Cal-Fresh program. Up to two-thirds (2/3) of the expenditures authorized

pursuant to this subparagraph may be used for the purpose of maintaining staffing levels of personnel that determine SNAP/Cal-Fresh eligibility.

(C) Nine percent (9%) on providing affordable health care services other than in-home health services, including but not limited to ensuring adequate staffing for program administration, expanding the eligibility workforce, and maintaining funding levels for services historically funded by Medicaid.

(D) Seventeen percent (17%) to support the County Medical Services program or a successor program, and any similar County program, for purposes of funding healthcare services or health coverage for uninsured or underinsured low-income County residents, including but not limited to provider reimbursements for uncompensated care; enhanced payments for specialty mental health services; and health access initiatives delivered through hospitals, clinics, community providers, or contracted partners.

(E) Twenty-two percent (22%) on childcare and children's healthy development and safety, to be administered by First 5 Commission of San Diego County, to support affordable childcare and pre-Kindergarten education programs and early childhood mental/behavioral health services.

(i) Eight percent (8%) on stipends issued to licensed childcare providers, prioritizing those serving infants and toddlers, for the purpose of supplementing compensation and training expenses for early childhood educators and caregivers, improving staff retention and thereby ensuring greater safety and consistency for children.

(ii) Eight percent (8%) on vouchers for families to obtain care of their choosing through licensed childcare centers, licensed family childcare homes, or license-exempt care, prioritizing infant and toddler care.

(iii) Six percent (6%) on early childhood mental/behavioral health services, including but not limited to supporting the First 5 San Diego's Healthy Development Services program.

(2) No more than twenty-two and one-half percent (22.5%) on environmental mitigation and related programs in connection with the toxic sewage crisis in the Tijuana River Valley, including but not limited to addressing the emergency health impacts caused by the sewage crisis, and protecting local beaches, bays, and coastal waters from toxic pollution.

(i) No less than twenty percent (20%) of the revenues generated by this Ordinance shall be expended on infrastructure and engineering projects to stop sewage flows from Tijuana into the United States or through the Tijuana River Valley, including the expansion of

sewage treatment infrastructure. If the State Water Resources Control Board determines that the Tijuana River meets all applicable water-quality standards for safe recreation and environmental health and removes the affected portions of the river from California's list of polluted waters, or the Tijuana River is diverted directly into a wastewater treatment facility, such funds may be allocated by the Board of Supervisors for other environmental mitigation and related programs permitted by this subparagraph, including but not limited to infrastructure to protect clean water.

(3) Seventeen and one-half percent (17.5%) on protecting public safety services, wildfire prevention, and crisis response services.

(A) No less than eight percent (8%) of the revenues generated by this Ordinance shall be expended on fire preparedness programs administered by the San Diego County Fire Protection District, including but not limited to retaining and hiring firefighters and paramedics; brush clearing and wildfire prevention programs; upgrading essential firefighter and paramedic equipment and facilities, including fire trucks, fire-resistant clothing, breathing apparatuses, and radios; and reducing 911 emergency response times through the use of helicopters and providing training services for skilled first responders.

(B) No less than eight percent (8%) of the revenues generated by this Ordinance shall be expended on law enforcement, including but not limited to retaining and hiring Deputy Sheriffs and investing in public safety infrastructure, such as emergency operations, regional emergency 911 communications systems, and public safety substations and facilities.

(4) No more than one and one-half percent (1.5%) shall be expended on general administrative services including contractual services, salaries, wages, benefits, and overhead necessary to carry out administrative responsibilities.

(c) The purposes set forth in this section shall constitute the specific purposes of the Ordinance, which are specific and legally binding limitations on how the proceeds of the tax can be spent. The proceeds of the tax imposed by this Ordinance shall be used only for such purposes and shall not fund any purpose, program or project other than those set forth herein.

(d) The Citizen Oversight Committee shall certify on an annual basis that all expenditures made in the prior fiscal year have been expended consistent with the requirements set forth in this Ordinance. The Committee shall make this certification in a report presented to the San Diego County Board of Supervisors, which shall be made available to the public.

22.520 Citizen Oversight Committee

(a) The Citizen Oversight Committee shall be established on the effective date of this Ordinance, as specified in Elections Code section 9122, to provide an enhanced level of

accountability for the expenditures from the Protect San Diego County's Health and Safety Fund. The Board of Supervisors shall appoint members to the Citizen Oversight Committee no later than ninety (90) days after the effective date of this Ordinance.

(b) The Citizen Oversight Committee shall be composed of eleven at-large, voting members with the characteristics described below. Members of the committee shall not simultaneously hold any elected office. The intent is to have one member representing each of the specified areas of expertise. If, however, after a good faith effort, qualified individuals have not been identified for one or more of the areas of expertise, then no more than two members from one or more of the areas of expertise may be selected. For each of the areas of expertise listed below, an individual representing one of the region's colleges or universities who possesses a comparable level of academic experience is eligible for selection.

(1) A professional in the field of municipal/public finance and/or budgeting with a minimum of ten years in a relevant and senior decision-making position in the public or private sector.

(2) A professional with demonstrated experience of ten years or more delivering public safety and/or emergency services, including but not limited to employment with the San Diego County Sheriff's office or the San Diego County Fire Protection District.

(3) A professional with demonstrated experience of ten years or more administering and/or providing public health services, including but not limited to employment with the San Diego Health and Human Services Agency.

(4) A professional with demonstrated experience of ten years or more administering and/or providing childcare services, including but not limited to employment with First 5 San Diego County.

(5) A professional in biology or environmental science with demonstrated experience of ten years or more with environmental regulations and major project mitigation requirements and/or habitat acquisition and management.

(6) The chief executive officer or person in a similar senior-level decision-making position, of a major private sector employer who possesses demonstrated experience in leading a large organization.

(7) A representative of a labor union whose membership is comprised primarily of workers in San Diego County.

(8) A parent or guardian of a child currently enrolled in licensed or exempt childcare services in San Diego County.

(9) A member of a local neighborhood Fire Safe Council in San Diego County.

(10) A member of a community or planning group in areas most affected by the Tijuana River sewage, including but not limited to areas in zip codes 91932, 92154, 92173.

(11) A member of an active Neighborhood Watch group in San Diego County.

(12) The San Diego County Auditor shall be an ex officio member of the Committee.

(c) The Committee shall have the following responsibilities:

(1) Conduct an annual fiscal and compliance audit of all Protect San Diego County's Health and Safety Fund expenditures using the services of an independent fiscal auditor to verify compliance with the Ordinance. This annual audit will evaluate compliance with the use of proceeds requirements in section 22.517 and any other applicable requirements.

(2) Prepare an annual report presenting the results of the annual audit process. The report should include an assessment of the consistency of the expenditures of the Protect San Diego County's Health and Safety Fund with the Ordinance. The report shall be presented to the San Diego County Board of Supervisors and shall be made available to the public.

(3) If the Committee determines that any funds in the Protect San Diego County's Health and Safety Fund were misused in violation of section 424 of the Penal Code or any other state law, the Committee shall make a referral detailing the misuse to the San Diego County District Attorney's Office, the Attorney General, and any other applicable state or local agency or official.

(d) Term limits.

(1) Committee members shall serve a term of four years, except that for the initial appointments to this Committee, five members shall serve a two-year term and six members shall serve a three-year term in order to ensure the terms of the Committee members are sufficiently staggered.

(2) Committee members shall serve no more than eight years unless the member's first term was less than four years, in which case the member may serve an additional two terms after the partial term. In no case, however, shall any member serve more than ten years on the Committee.

(3) If and when vacancies in the membership of the Committee occur, the same selection process as outlined above shall be followed to select a replacement to fill the remainder of the term. At the completion of a term, eligible incumbent members will need to apply for reappointment for another term.

(4) Term limits for Committee members should be staggered to prevent turnover of more than two members at any one time. In the event more than two members need to be replaced during the same recruitment period, the Committee shall determine the length of the replacement first term in order to limit concurrent future turnover.

(e) Up to \$300,000 per year, with adjustments for inflation based on the Consumer Price Index for San Diego County, may be expended for activities related to the Committee.

Section 5. Severability

If any section, subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The voters of San Diego County hereby declare they would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions is declared invalid.

Section 6. Liberal Construction

This measure is an exercise of the initiative power of the people of the County of San Diego to implement a special tax to fund the purposes set forth in the Ordinance, and it shall be liberally construed to effectuate these purposes.

Section 7. Amendments

The provisions of this Ordinance may be amended only upon approval by the voters.

Section 8. Conflicting Measures

This measure is intended to be comprehensive. It is the intent of the people of the County of San Diego that, in the event this measure and one or more measures relating to a special transactions and use tax shall appear on the same ballot, the provisions of the other measure or measures shall be deemed in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.

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CITY of ESCONDIDO

FUTURE AGENDA

10/14/2026 - NO MEETING

10/21/2026 - NO MEETING

10/28/2026 - NO MEETING

11/4/2026

CONSENT CALENDAR - (K. SNYDER) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PURCHASE ORDER AGREEMENT FOR THE PROCUREMENT AND DELIVERY OF EQUIPMENT FOR THE LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CITY-WIDE TRAFFIC SIGNAL COMMUNICATION SYSTEM UPGRADES PROJECT (\$427,879.03)

CONSENT CALENDAR - (K. SNYDER) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STC TRAFFIC, INC. TO PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR THE HSIP CITY-WIDE TRAFFIC SIGNAL COMMUNICATION SYSTEM UPGRADES PROJECT - (\$382,270)

CONSENT CALENDAR - (K. SNYDER) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STC TRAFFIC, INC. TO PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR THE HSIP CITY-WIDE TRAFFIC SIGNAL COMMUNICATION SYSTEM UPGRADES PROJECT - (\$382,270)

CONSENT CALENDAR - (K. SNYDER) - APPROVE SDG&E EASEMENT FOR FAMILY HEALTH CENTER

CONSENT CALENDAR - (J. GOULART) - CHANGE ORDER WITH WESTERN STATE BUILDERS FOR THE SPLASH PAD AT GROVE PARK PROJECT

CONSENT CALENDAR - (D. PETERSON) - AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT - Request the City Council adopt Resolution No. 2026-156, authorizing the Mayor to execute, on behalf of the City, an Amendment to the Sewer Flow Agreement for the Valiano Project.

CONSENT CALENDAR - SECOND READING AND ADOPTION - ORDINANCE NO. 2026-15 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING A NEW ARTICLE 81 TO CHAPTER 33 OF THE ESCONDIDO MUNICIPAL CODE TO IMPLEMENT SENATE BILL 79 (2025), CODIFIED AT GOVERNMENT CODE SECTIONS 65912.155 THROUGH 65912.162, INCLUSIVE, BY ESTABLISHING A TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE, ADOPTING THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE MAP AND RELATED PARCEL INVENTORIES, APPLYING THE OVERLAY ZONE TO PARCELS SUBJECT TO SENATE BILL 79, EXEMPTING CERTAIN PARCELS AS ALLOWED BY LAW, PHASING IMPLEMENTATION FOR CERTAIN PARCELS AS ALLOWED BY LAW, ESTABLISHING OBJECTIVE DEVELOPMENT STANDARDS FOR TRANSIT ORIENTED HOUSING DEVELOPMENTS, DETERMINING THAT ADOPTION OF THE ORDINANCE IS NOT A PROJECT FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING STAFF TO SUBMIT THE ENACTED ORDINANCE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONSENT CALENDAR - SECOND READING AND ADOPTION - ORDINANCE NO. 2026- 19 - AN EXTENSION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, CONTINUING A MORATORIUM FOR TEN (10) MONTHS AND FIFTEEN (15) DAYS ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

PUBLIC HEARING - (K. SNYDER) - PL23-0237 - A PRIVATE DEVELOPMENT APPLICATION LOCATED AT THE SOUTHEAST CORNER OF MILLER AND CITRACADO

CURRENT BUSINESS - (D. PETERSON) - RESIDENTIAL AND COMMERCIAL SOLID WASTE RATE INCREASE - Request the City Council adopt Resolution No. 2026-XXX, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2027.

CURRENT BUSINESS - (K. SNYDER) - HOUSING AND NEIGHBORHOOD SERVICES SUBRECIPIENT PERFORMANCE AND COMMUNITY IMPACTS - It is requested that the City Council receive an update on FY 2025-2026 Neighborhood Services programing performance and outcomes.

KEY-

CONSENT CALENDAR CURRENT BUSINESS
PUBLIC HEARING WORKSHOP PROCLAMATION

Item13.

CURRENT BUSINESS - (C. MCKINNEY) - CONSIDERATION OF DONATION OFFER FROM THE ESCONDIDO COMMUNITY FOUNDATION FOR LED LIGHTING OF THE ESCONDIDO GIVING ARCH - It is requested that the City Council approve the donation offer from the Escondido Community foundation to outline the Escondido Giving Arch with LED lighting.

CURRENT BUSINESS - (K. PLUNKETT) - AXON

CURRENT BUSINESS - (C. MARTINEZ / J. FITZGERALD) - UPDATE ON THE CITY OF ESCONDIDO POLICE DEPARTMENT FIRING RANGE CONTRACT WITH HOMELAND SECURITY INVESTIGATIONS (HSI)

WORKSHOP - (C. HOLMES) - AMERICAN RESCUE PLAN ACT FINAL REPORT - Request the City Council receive and file a review of the American Rescue Plan